

# **BOARD OF SUPERVISORS**

## **AGENDA**



Agenda materials are available at the Yuba County Government Center, 915 8<sup>th</sup> Street, Marysville and [www.co.yuba.ca.us](http://www.co.yuba.ca.us) Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

Meetings are located at:  
**Yuba County Government Center**  
Board Chambers, 915 Eighth Street  
Marysville, California

**TUESDAY, APRIL 25, 2017**  
**9:30 a.m.**

Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard and comments shall be limited to three minutes per individual or group.

**PLEDGE OF ALLEGIANCE - Led by Supervisor Vasquez**

**ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher**

### **CONSENT AGENDA**

All matters listed under Consent Agenda are considered to be routine and can be enacted in one motion.

- 85/2017** Administrative Services: Adopt resolution authorizing County Administrator to file an application with the Federal Aviation Administration on behalf of the Airport for a grant under the Airport Improvement Program identified as AIP 3-06-0149-018.
- 147/2017** Administrative Services: Adopt resolution authorizing full reconveyance to Skyway Drive, LLC, and cancelation of the promissory note related to Lot 17, Airport Industrial Park No. 3, APN 013-560-049; and authorize Chair to execute Request for Full Reconveyance.
- 156/2017** Administrative Services: Approve renewal of Off-Airport Operator Agreement and Use Permit with Young Family Living Trust and authorize Chair to execute.
- 175/2017** Clerk of the Board of Supervisors: Approve meeting minutes from April 11, 2017.
- 110/2017** Community Development and Services Agency: Adopt resolution to approve engineer's report and declare intention to levy and collect assessments within the Gledhill Landscaping and Lighting District for the Fiscal Year 2017/2018.
- 157/2017** Community Development and Services Agency: Adopt resolution authorizing submission of Yuba County's Transportation Claim for funds from Sacramento Area Council of Governments.
- 121/2017** Health and Human Services: Authorize request for proposals with licensed professional Foster Family Agencies to provide transitional housing and supportive services under the Transitional Housing Placement Plus Program. (Human Services Committee recommends approval)

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**BOARD OF SUPERVISORS  
REGULAR MEETING**

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- 137/2017** Office of Emergency Services: Adopt resolution proclaiming an ongoing local emergency due to historic rainfall.
- 139/2017** Office of Emergency Services: Adopt resolution proclaiming an ongoing local emergency due to the Oroville Dam Event.
- 140/2017** Office of Emergency Services: Adopt resolution proclaiming an ongoing local emergency due to tree mortality.
- 141/2017** Office of Emergency Services: Adopt resolution proclaiming an ongoing local emergency due to Floodwaters.
- 159/2017** Sheriff-Coroner: Approve cooperative law enforcement agreement with the U.S. Department of Agriculture, Forest Service Tahoe and Plumas National Forests and authorize Chair to execute.
- 160/2017** Sheriff-Coroner: Approve 2017 Operating and Financial Plans between the Yuba County Sheriff's Department and the U.S. Department of Agriculture, Forest Service Tahoe and Plumas National Forests to provide campground patrols on U.S. forestland, and authorize Chair to execute.
- 162/2017** Sheriff-Coroner: Approve the Joinder Agreement with Multiplan, Inc. (MPI) for services provided through CorrectCare-Integrated Health, Inc. (CCIH) for the Yuba County Jail and authorize Chair to execute.

**CLOSED SESSION**

- 54/2017** Labor Negotiations pursuant to Government Code §54947(a) – YCEA / Negotiator Jill Abel

**PUBLIC COMMUNICATIONS**

Any person may speak about any subject of concern, provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than three minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Note: No Board action can be taken on comments made under this heading.

**COUNTY DEPARTMENTS**

- 132/2017** Community Development and Services Agency: Adopt resolution authorizing the Community Development and Services Agency Director to enter into an agreement with the Yuba Sutter Transit Authority to be a Transit Pass Sales Outlet at the Yuba County Library. (Ten minute estimate)

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**BOARD OF SUPERVISORS  
REGULAR MEETING**

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- 134/2017**    **10:30 A.M.** County Administrator: Board of Supervisors receive presentation from the County Administrator regarding projections for the Fiscal Year 2017-2018 Budget.
- 173/2017**    County Administrator: Review legislative position letters supporting AB 668 regarding the Voter Modernization Act of 2018, and AB 1729 regarding retention of petitions, and opposing AB 1250 regarding county and city contracts for personal services, and authorize Chair to execute. (10 minute estimate)

**ORDINANCES AND PUBLIC HEARINGS**

If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such hearing. Public comments will be limited to three minutes per individual or group.

- 171/2017**    Public Hearing: Hold public hearing, and approve District 10/Hallwood Community Services District Conflict of Interest Code. (Five minute estimate)
- 138/2017**    Ordinance: Hold public hearing, waive first reading, and introduce ordinance adding 13.00.031 and repealing and re-enacting chapters 13.00.030, 13.00.036, 13.00.040, 13.00.042, 13.00.052, and 13.00.054, 13.00.060 and 13.20.100 of the Yuba County Consolidated Fee Ordinance for Fiscal Year 2017-18. (County Administrator) (Fifteen minute estimate) (Roll Call Vote)
- 133/2017**    Ordinance: Hold public hearing, waive first reading, and introduce ordinance amending Section 2.47.050, County Administrator Power and Duties, of the Yuba County Ordinance Code. (Community Development and Services Agency) (Ten minute estimate) (Roll Call Vote)
- 155/2017**    Ordinance: Hold public hearing, adopt Resolution of Intention to amend CalPERS contract to provide employee share of cost per Government Code Section 20516; waive first reading, and introduce ordinance to amend Chapter 3.40.010 and add Chapter 3.04.044 CalPERS Retirement System Board of Administration contract and authorize Clerk of the Board of Supervisors to complete required Certifications of Compliance with Government Code Section 7507 and Governing Body's Action. (Human Resources) (15 minute estimate) (Roll Call Vote)

**CORRESPONDENCE**

The Board may direct any item of informational correspondence to a department head for appropriate action.

- 151/2017**    Two letters from California Governor's Office of Emergency Services regarding United States Small Business Administration Physical Disaster Declaration and United States Department of Agriculture Designation.

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**BOARD OF SUPERVISORS  
REGULAR MEETING**

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**BOARD AND STAFF MEMBERS' REPORTS**

This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.

**CLOSED SESSION**

**66/2017** Pending litigation pursuant to Government Code §54956.9(d)(1) - Fellowship vs. Yuba County

**ADJOURN**

**Law and Justice Committee** – Supervisors Fletcher and Vasquez (Alternate Supervisor Bradford)

**158/2017** Consider contract with Citygate Associates, LLC to conduct a comprehensive services delivery and staffing review - Sheriff-Coroner (Five minute estimate)

**Human Services Committee** – Supervisors Bradford and Leahy (Alternate Supervisor Vasquez)

**136/2017** Consider the Privacy and Security Agreement with the California Department of Social Services - Health and Human Services Department (Five minute estimate)

**4/28/2017** Tri-County Juvenile Rehabilitation Oversight Committee  
**8:30 A.M.** Yuba County Government Center – Wheatland Room  
915 8<sup>th</sup> Street  
Marysville, CA 95901

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made two full business days before the start of the meeting. To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors at (530) 749-7510.



# *The County of Yuba*

## **Administrative Services**

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**TO:** Board of Supervisors

**FROM:** Administrative Services, Doug McCoy

**SUBJECT:** Administrative Services: Approve resolution authorizing the filing of a an application with the Federal Aviation Administration on behalf of the Airport for a grant under the Airport Improvement Program identified as AIP 3-06-0149-018

**DATE:** April 25, 2017

**NUMBER:** 85/2017

### *Recommendation*

It is recommended that the Board approve the subject resolution authorizing submittal of a grant application to the Federal Aviation Administration for funding under the Airport Improvement Program (AIP) Grant Fund identified as AIP 3-06-0149-018 and authorize the County Administrator to execute the grant application and accept the grant offer

### Background:

The grant funds requested are for the completion of the North Apron Reconstruction Project in the estimated amount of \$2.5 million. The project was designed under a separate FAA grant application.

### Discussion:

The resolution is to approve the submittal of the construction grant application to begin the North Apron Reconstruction Project. This is a 90 percent grant. The 10 percent grant match will be accomplished through a combination of a matching grant and state loan from the State Division of Aeronautics and the balance from the Airport Enterprise Fund. The construction grant will be based on the bid proposals received. This is an interim application that may be revised once the bids are accepted and grant funds are approved.

### Committee Action:

This item was not presented to the Public Facilities Committee due to the necessity to expedite the application submittal for funding that is due to the Federal Aviation Administration by April 7, 2017, and the design of the project has been previously before the Board on May 13, 2014, July 22, 2014, and September 27, 2016.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund.

*Attachments*

85-2017 Resolution authorizing grant application

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE: )  
)  
RESOLUTION AUTHORIZING THE COUNTY )  
ADMINISTRATOR TO FILE AN APPLICATION )  
WITH THE FEDERAL AVIATION ADMINISTRATION ) Resolution No. \_\_\_\_\_  
ON BEHALF OF THE AIRPORT FOR A GRANT )  
UNDER THE AIRPORT IMPROVEMENT PROGRAM )  
\_\_\_\_\_ )

WHEREAS, the Federal Aviation Administration is authorized under the Airport Improvement Program to make grants to public airports to aid in financing the construction of specific airport projects:

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba that the County Administrative Officer is hereby authorized to file an application on behalf of the County of Yuba Airport with the Federal Aviation Administration for a grant to aid in financing Yuba County Airport capital improvement projects as follows:

NORTH APRON RECONSTRUCTION

BE IT FURTHER RESOLVED that the Board does hereby authorize the County Administrative Officer to execute the grant application, to act as certifying officer in

all matters in connection with the application and to provide such additional information as may be required and accept any offer of grant which may be tendered by the Federal Aviation Administration.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba on the \_\_\_\_ day of April, 2017, by the following vote:

AYES:

NOES:

ABSENT:

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Chairman

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board  
of Supervisors

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APPROVED AS TO FORM:

  
County Counsel

# *The County of Yuba*

## **Administrative Services**

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**TO:** Board of Supervisors

**FROM:** Administrative Services, Doug McCoy

**SUBJECT:** Administrative Services; Resolution authorizing a full reconveyance to skyway drive, llc., and cancellation of the promissory note related to lot 17, airport industrial park no. 3, APN 13-560-049

**DATE:** April 25, 2017

**NUMBER:** 147/2017

### *Recommendation*

Approve the subject resolution for the full reconveyance of Lot 17, Yuba County Airport Industrial Park No. 17, APN 13-560-049, to Skyway Drive, LLC, and authorize the Chairman to execute a Request for Full Reconveyance.

### *Background:*

The subject property was sold to Skyway Drive, LLC, in 2006. The negotiated sale included cash and a promissory note for the balance to be paid over a period of 15 years. The company has paid the promissory note in full and has requested a reconveyance of the property.

### *Discussion:*

The escrow was originally opened with North State Title Company that has since been bought out by Old Republic Title Company.

Committee Action:

This item was not presented to committee for action as it is an administrative process to allow the company to take title to the property that has been paid in full.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund.

Attachments

147-2017 Resolution on reconveyance  
147-2017 Short Form Deed on Skyway Drive property  
147-2017 Promissory Note on Skyway Dr property  
147-2017 American Wood letter  
147-2017 Purchase Option Agreement on Skyway Drive property

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION AUTHORIZING A FULL  
RECONVEYANCE TO SKYWAY DRIVE, LLC,  
AND CANCELLATION OF THE PROMISSORY  
NOTE RELATED TO LOT 17, AIRPORT  
INDUSTRIAL PARK NO. 3, APN 13-560-049

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)  
)  
)  
) Resolution No. \_\_\_\_\_  
)  
)  
)

WHEREAS, on the 24th day of September, 1996, the Board of Supervisors approved a Land Purchase Option Agreement between the County of Yuba and Frank Faehner for the purchase of Lot 17, Airport Industrial Park No. 3 at any time between September 24, 1996, and September 24, 2001; and

WHEREAS, the Land Purchase Option Agreement included an extension for an additional five (5) year period prior to the termination of the option period or September 24, 2001; and

WHEREAS, on the 13<sup>th</sup> day of July, 2001, Frank Faehner requested an extension to the Option Agreement period to September 24, 2006; and

WHEREAS, on the 18<sup>th</sup> day of September, 2001, the Board approved the extension; and

WHEREAS, on the 14<sup>th</sup> day of September, 2006, Frank Faehner gave notice in writing to exercise the purchase option in the name of Skyway Drive, LLC; and

WHEREAS, the Board approved the purchase by means of a Promissory Note, dated January 22, 2007, secured by a Deed of Trust; and

WHEREAS, the Promissory Note was paid in full on March 6, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows:

1. The facts set forth above in this Resolution are true and correct.
2. The Board hereby approves the termination of the Promissory Note dated January 22, 2007.
3. The Board hereby approves the Full Reconveyance of the Deed of Trust for Lot 17, Airport Industrial Park No. 3, APN 13-560-049, and hereby authorizes the Chairman to execute the same and to cause such instrument to be recorded again the Property in the Official Records of the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba on the \_\_\_\_ day of April, 2017, by the following vote:

AYES:

NOES:

ABSENT:

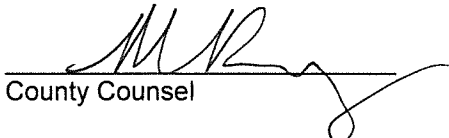
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Chairman

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board  
of Supervisors

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APPROVED AS TO FORM:

  
County Counsel



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4  
RECORDING REQUESTED BY

North State Title Company

Escrow No. 06200406

Order No.

06200406

AND WHEN RECORDED MAIL TO

County of Yuba a Public Corporation

c/o Mary Hansen

1364 Sky Harbor Drive

Marysville, CA 95901

No Recording Fee per Gov  
code 6103.

2007R-003703

TERRY A. HANSEN  
YUBA COUNTY RECORDER  
MARYSVILLE, CA

RECORDED ON

03/01/2007 10:34AM

REC FEE: 0.00

PAGE 1 OF 4

DEPUTY INITIALS: AGM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS  
(INDIVIDUAL)**

A.P.N. 013-560-049

This Deed of Trust, made this 22nd day of January, 2007, between

Skyway Drive LLC, herein called Trustor,

whose address is c/o American Wood Fibers, 9841 Broken Land Parkway #302, Columbia, MD 21046-1169,

North State Title Company, a California corporation, herein called Trustee, and

County of Yuba a Public Corporation, herein called Beneficiary,

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE**, that property in the unincorporated area, YUBA County, California, described as:

All that real property situate in the County of Yuba, State of California, being a portion of Parcel 17, as said Parcel is shown on Parcel Map No. 80-38, filed in Book 33 of Maps, at Page 45, Yuba County Records, more particularly described as follows:

Beginning at a point on the Northeasterly boundary of said Parcel 17, from which the most Northerly corner of Parcel 16 of said Parcel Map No. 80-38 bears N 19° 47' 15" W-533.93 feet, thence from said point of beginning and along the Northeasterly boundary of said Parcel 17, S 19° 47' 15" E-343.59 feet to the Southeast corner of said Parcel 17, thence continuing along the boundary of said Parcel 17, S 70° 12' 45" W-514.02 feet; thence N 17° 29' 20" W-343.87 feet; thence leaving said Parcel 17 boundary, N 70° 12' 45" E-500.23 feet to the point of beginning.

APN: 013-560-049

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

**For the Purpose of Securing:** 1. Performance of each agreement of Trustor incorporated by reference or contained herein.

2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$87,975.00 executed by Trustor in favor of Beneficiary or order.

3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

**To Protect the Security of This Deed of Trust, Trustor Agrees:** By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of the county, viz.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego					

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(which provisions, identical in all counties, are printed on attached herewith) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF Maryland  
COUNTY OF Howard } SS.

On February 2, 2007 before me,  
Sherry Wechsler, Notary Public, personally

appeared Stephen Faehner and  
Stephanie Juneau

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]  
My Commission Expires: 5/1/07

FOR RECONVEYANCE SEND TO THE NEAREST OFFICE OF NORTH STATE TITLE COMPANY  
REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

Dated \_\_\_\_\_

TO NORTH STATE TITLE COMPANY, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

(By) \_\_\_\_\_

(By) \_\_\_\_\_

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.  
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

**DO NOT RECORD/FOR INFORMATION PURPOSES**  
**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS (INDIVIDUAL)**

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such actions or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgement of either appears to be prior to or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him/her/them in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may; reconvey any part of said property, consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy this document (unless directed in such request to retain it).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to adequacy of any security for the indebtedness hereby secured enter upon and take possession of said property or any part thereof, in his/her/their own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not the repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary

herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

4  
4

## PROMISSORY NOTE

### AND COUNTY OF YUBA

Marysville, California

**\$87,975.00**

**Date: January 22 , 2007**

For value received, the undersigned promises to pay to the order of the COUNTY OF YUBA, a political subdivision of the State of California, at its office in Marysville, CA, or upon assignment or transfer of this note by the payee, and written notice thereof to the undersigned, at such other place as may be designated from time to time by assignee or transferee, **EIGHTY-SEVEN THOUSAND NINE HUNDRED SEVENTY-FIVE and no/100 DOLLARS**, with interest on the outstanding balance commencing on March 1, 2007

Payments shall be made in equal installments, each in the amount of \$ 1,032.84, including interest at 7.25 PERCENT ( % ), commencing on the 1st day of April, 2007, and continuing due and payable on the 1st day of each month thereafter until March 1, 2017 when the full unpaid balance of principal and interest shall become due and payable.

This promissory note evidences, and related collateral is given to secure, a loan made by the payee to the undersigned. Payment on this note shall be applied in this order:

1. To interest;
2. To principal; and,
3. To the late fee set forth in this note.

#### **LATE CHARGE:**

In the event payee or its agent or assignee accepts a late payment after the fifteenth day of the month in which a payment is due, the undersigned agrees to pay a late payment charge equal to five percent of the late amount or \$100.00, whichever is greater, as compensation for additional efforts.

#### **DEFINITIONS:**

The term "indebtedness" as used herein shall mean the indebtedness evidenced by this note, including principal, interest, late payment charges, and expenses (including but not limited to the expenses related to the care and preservation of collateral), whenever contingent, now due, or hereafter to become due. The term "collateral" as used in this note shall mean any funds, guaranties, or other property, or rights therein of any nature whatsoever, or the proceeds thereof, which are, or hereafter may be hypothecated, directly or indirectly, by the undersigned or others, in connection with, or as security for, the indebtedness or any part thereof. The collateral, and each part thereof, shall secure the indebtedness and each part thereof. The covenants and conditions set forth or referred to in any instruments of hypothecation constituting the collateral are hereby incorporated in this note as covenants and conditions of the undersigned with the same force herein. The term "payee" shall mean the Yuba County Airport and Industrial Development Department, or its assignee or transferee.

The term "undersigned" shall mean the borrower under this note.

**PREPAYMENT:**

Prepayment can be made without penalty under this note. The prepayment amount shall include the prorated interest, principal, and any late charges or other expense payments incurred by the borrower as related to this note, due at the time of prepayment.

**ACCELERATION:**

The indebtedness shall immediately become due and payable, upon the appointment of a receiver and liquidator, whether voluntary or involuntary, for the undersigned or for any of its property, or upon the filing of a petition by or against the undersigned under the provisions of any state or federal insolvency law or under the provisions of the Bankruptcy Code of 1978 or upon the making by the undersigned of an assignment for the benefit of its creditors. Payee is authorized to declare all or any part of the indebtedness immediately due and payable upon the happening of any of the following events: 1. Failure to pay any part of the indebtedness when due; 2. Nonperformance by the undersigned of any agreement with, or any condition imposed by, the payee; 3. Failure of the undersigned or any person acting on behalf of the undersigned to disclose any material fact, in any application, declaration or other document delivered to the payee or any misrepresentation by or for the benefit of the undersigned in such document; 4. The reorganization, merger, or consolidation of the undersigned, or the making of an agreement therefor, without the prior written consent of the payee; 5. The sale of the collateral, or any part of it or any interest in it, or any alienation of the collateral by operation of law or otherwise, or any agreement to alienate the collateral, by the undersigned; 6. The undersigned's failure duly to account to payee at such time or times as may be required, for any of the collateral, or proceeds thereof coming into the control of the undersigned; 7. The institution of any suit affecting the undersigned deemed by the payee to affect adversely its interest hereunder in the collateral or otherwise; 8. Any change, without prior written approval by payee, affecting ten or more percent in the legal or equitable ownership of the undersigned for any reason other than a shareholder's death; 9. Any other event prohibited by the related security or other instruments; or, 10. Any violation by the undersigned or county regulations. Payee's failure to exercise its rights under this paragraph shall not constitute a waiver thereof. Upon acceleration pursuant this paragraph, the indebtedness shall be computed in the same manner as it set forth in the paragraph entitled "Prepayment."

**COLLATERAL:**

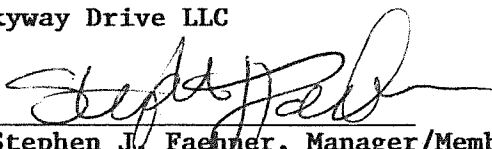
Upon the nonpayment of the indebtedness, or any part thereof, when due, whether by acceleration or otherwise, payee is entitled, according to its interest, to any proceeds derived from the sale of the whole or any part of the collateral at public or private sale. The undersigned hereby waives all rights to redemption or appraisement whether before or after sale. Payee is further empowered to convert into money all or any part of the collateral, by suit or otherwise, and to surrender, compromise, release, renew, extend, exchange, or substitute any item of the collateral in transactions with the undersigned or any third party. Whenever any item of the collateral shall not be paid

when due, or otherwise shall be in default, whether or not the indebtedness, or any part thereof, has become due, payee shall then have the same rights and powers with respect to such item of the collateral as are granted in respect thereof in this paragraph in case of nonpayment of the indebtedness, or any part thereof when due. None of the rights, remedies, privileges, or powers of payee expressly provided for herein shall be exclusive, but each of them shall be cumulative with and in addition to every other such power now or hereafter existing in favor of payee, whether at law or in equity, by statute or otherwise.

The undersigned agrees to take all necessary steps to administer, supervise, preserve, and protect the collateral; and regardless of any action taken by payee, there shall no duty upon payee in this respect. The undersigned shall pay all expenses of any nature, including but not limited to reasonable attorney's fees and costs, which payee may deem necessary in connection with either the satisfaction of the indebtedness, or the administration and preservation (including, but not limited to, adequate insurance), of the collateral. Payee is authorized to pay at any time, and from time to time, any or all of such expenses, add the amount of such payment to the amount of the indebtedness, and charge interest thereon at the rate specified herein with respect to the principal amount of this note.

The security rights of payee shall not be impaired by any indulgence, including but not limited to: 1. Any renewal, extension, or modification which payee may grant with respect to the indebtedness or any part thereof; 2. Any surrender, compromise, release, exchange, or substitution which payee may grant in respect of the collateral; or, 3. Any indulgence granted in respect to any endorser, guarantor, or surety. The payee of this note, should the collateral, any guaranty, and any other document (or any of them), be sold, transferred, or pledged, shall forthwith become vested with and entitled to exercise all the powers and rights given by this note as if said purchaser, transferee, or pledgee were originally named as payee in this note.

Skyway Drive LLC

By   
Stephen J. Faehner, Manager/Member

By   
Stephanie J. Juneau, Manager/Member

# AMERICAN WOOD FIBERS

*Four Generations of Experience*

September 14, 2006

COUNTY OF YUBA  
c/o Airport Manager  
1482 Sky Harbor Drive, Suite A  
Marysville, CA 95901

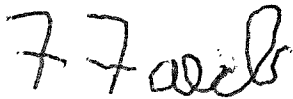
Re: Land Purchase Option Agreement dated September, 1996

Pursuant to paragraph 2 of the Terms of Purchase and Sale, we hereby give notice in writing that we will exercise the Purchase Option and will elect option b – 25% cash down payment with the unpaid balance represented by a promissory note providing for payment of principal and interest in equal monthly installments over a ten (10) year period with interest at one point below prime at the time of escrow closing.

While the Purchase Option is in Frank Faehner's name, for estate tax purposes we would prefer that the purchaser be Skyway Drive LLC, a tax entity that would be owned by Frank's children (Stephen and Stephanie). If that is not possible we will execute the Purchase Option in Frank Faehner's name.

We understand the purchase price per paragraph 1 of the Terms of Purchase and Sale to be \$29,325 per acre times four acres or about \$117,300.

Sincerely,



Frank H. Faehner

Cc Steve Radant, VP Finance American Wood Fibers, Inc.  
Cc Stephen Faehner and Stephanie Juneau

**Corporate Office and  
Consumer Products**  
9841 Broken Land Parkway  
Suite 302  
Columbia, MD 21046  
800-624-9663 / 410-290-8700  
FAX 410-290-6660

**Industrial and  
Wood Flour Products**  
100 Alderson St.  
P.O. Box 468  
Schofield, WI 54476-0468  
800-642-5448 / 715-355-1900  
FAX 715-355-5721



Visit us at: [www.awf.com](http://www.awf.com)



# AMERICAN WOOD FIBERS

*Four Generations of Experience*

July 13, 2001

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

County of Yuba  
c/o Airport Manager  
1482 Sky Harbor Drive, Suite A  
Marysville, CA 95901

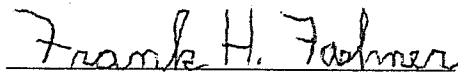
Re: Land Purchase Option Agreement

Dear Sir:

Reference is hereby made to the Land Purchase Option Agreement by and between the County of Yuba and Frank Faehner dated September 1996 regarding the Option to purchase all of Lot 17 in the County of Yuba Industrial Park No. 3 located in Yuba County, California (the "Agreement") so that capitalized terms not defined in this letter shall have the same meaning as set forth in the Agreement. The purpose of this letter is to give the required notice to extend the Option under the Grant of Option section of the Agreement and is being sent first-class mail to Seller as required in the Notices section of the Agreement. Buyer hereby gives notice to Seller that the Option shall be extended, under the same terms and conditions as outlined in the Agreement, for an additional period of five (5) years, as outlined in the Grant of Option section of the Agreement. Buyer shall hereby have the right to exercise the Option at any time between the date of this letter and September 24, 2006 at 5 pm (central time).

Please acknowledge your receipt of this notice by dating and signing where provided the enclosed duplicate copy of this letter. Please feel free to contact me if you have any questions.

Very Truly Yours,

  
Frank Faehner

Corporate Office:  
9841 Broken Land Parkway, #302  
Columbia, Maryland 21046-1169  
410-290-8700  
Fax: 410-290-6660

100 Alderson St.  
P. O. Box 468  
Schofield, WI 54476-0468  
715-355-1900  
Fax 715-355-5721

417 South St.  
P.O. Box 142  
Pella, IA 50219-0142  
515-628-3500  
Fax 515-628-8456

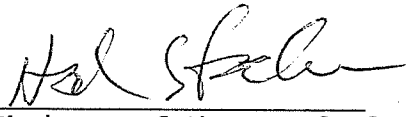
390 Warehouse Rd.  
Lebanon, KY 40033  
502-692-3000  
Fax 502-692-3012

4560 Skyway Drive  
P.O. Box 788  
Marysville, CA 95901  
530-741-3700  
Fax 530-741-1692

COUNTY OF YUBA  
c/o Airport Manager  
July 13, 2001  
Page 2

ACKNOWLEDGED this 18th day  
of Sept., 2001.

COUNTY OF YUBA, CALIFORNIA

By:   
As its Chairman of the Board of Supervisors

The foregoing instrument is a Correct Copy  
of the original on file in this office.  
ATTEST: TERRY A. HANSEN  
Clerk of the Board of Supervisors of the  
County of Yuba, State of California

By: , Deputy Clerk

Date: September 19, 2001

## LAND PURCHASE OPTION AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of September, 1996, by and between the COUNTY OF YUBA, a political subdivision of the state of California (hereinafter referred to as "Seller") and FRANK FAEHNER (hereinafter referred to as "Buyer").

**OPTION.** Buyer desires to acquire the optional right to purchase all of Lot 17 at a predetermined price and under specific terms and conditions.

**GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive option to purchase all of Lot 17, County of Yuba Industrial Park No. 3, Yuba County, California, and consisting of 4.0 acres, more or less, at any time between September 24, 1996, and 5 pm, September 24, 2001, in accordance with the provisions of this Agreement. This Option may be extended for an additional five (5) year period upon thirty (30) days notice prior to the termination of the Option period or September 24, 2001.

### **TERMS OF PURCHASE AND SALE.**

1. The purchase price of Seller's property shall be fixed for the term of this Agreement at a sum of SIXTY-SEVEN CENTS (\$0.67) per square foot or TWENTY-NINE THOUSAND THREE HUNDRED TWENTY-FIVE and no/100 DOLLARS (\$29,325.00) per acre. Buyer shall have the exclusive right to purchase the subject lot without the obligation of submitting a bid according to Section 25520, et seq of the Government Code, as normally required by law.

The Seller agrees to sell the subject lot to the Buyer at any time during the term of this Agreement without the obligation of Section 25520, et seq, because it is in the interest of the general public that this transaction be consummated, which will result in new job opportunities and increased community economic wealth.

2. Buyer shall exercise this option by giving notice in writing to Seller at the addresses set forth herein, within the specified option period.
  - a. The total purchase price to be paid to Seller by Buyer in cash at close of escrow; or
  - b. The total purchase price to be paid to Seller by Buyer at close of escrow as follows:
    - (1) A cash down payment equal to twenty-five percent (25%) of the purchase price.

- (2) The unpaid balance of the purchase price to be represented by a promissory note providing for payment of principal and interest in equal monthly installments over a five (5) year period or a ten (10) year period as elected by Buyer. The first installment to become due and payable on the first of the month following the month in which escrow closes. Interest on the principal balance shall be fixed at one point below prime at the time of escrow closing.
3. Seller shall deliver to Buyer a fully executed title of Seller's interest in said realty free of any lien or encumbrances.
4. The sale shall be consummated through an escrow with FIDELITY TITLE INSURANCE COMPANY, Yuba County Office, to be escrow holder, to be opened by Seller within fifteen (15) days after the date the option notice has been received by Seller.
5. The parties hereto shall execute all documents required by escrow holder as long as they are consistent with the provisions of this option. Escrow shall close not more than ninety (90) days after the date of its commencement.
6. At the close of escrow, escrow holder must be prepared to issue a CLTA Standard Coverage Policy of Title Insurance in the amount of the purchase price insuring title of buyer in the said realty, subject only to the usual exceptions.
7. At the close of escrow, escrow holder, if the purchase of Seller's interest is for other than cash, must be prepared to issue a CLTA Standard Coverage Policy of Title Insurance in the amount of the value of the security pledged to Seller by Buyer for security of the Buyer's promissory note, subject only to the usual exceptions.
8. All transfer taxes, recording fees, and escrow costs shall be divided equally between the Seller and Buyer; however, costs of title insurance premium on the premises, the subject of this escrow, shall be paid by Seller, and all title insurance premiums on the security pledged by Buyer shall be paid by Buyer.
9. Buyer shall not assign his interest or any portion of his interest in this option.
10. On close of escrow, and provided the sale is for all cash, the parties hereto shall be relieved from all liabilities and obligations hereunder.

**NOTICES.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to the parties hereto, by any other party hereto, shall be in writing and shall be deemed duly served and given when personally delivered to the party or parties to whom it is directed or to any managing employee or officer of such party or parties, in lieu of such personal service, when deposited in the United States Mail, first-class postage prepaid, addressed as follows:

SELLER:

COUNTY OF YUBA  
c/o Airport Manager  
1482 Sky Harbor Drive, Suite A  
Marysville, CA 95901

BUYER:

AMERICAN WOOD FIBERS  
P. O. Box 2337  
Columbia, MD 21045

Any party hereto, may change their address for purposes of this section by giving written notice of such change to the other parties in the manner provided in this section.

**ATTORNEY'S FEES.** Should any litigation, including arbitration proceedings, be commenced between the parties to this Option to Purchase concerning said realty, this option, or the rights and duties of either in relation thereto, the party, Seller or Buyer, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for attorney's fees, in the litigation, which shall be determined by the court, in such litigation, or in a separate action brought for that purpose.

**BINDING ON HEIRS AND SUCCESSORS.** This option shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of each of the parties hereto, Seller and Buyer, but nothing contained in this section shall be construed as a consent by Seller to any assignment of this option or any interest in this option by Buyer.

**TIME OF ESSENCE.** Time is expressly declared to be the essence of this option to purchase.

**OPTION TO PURCHASE.** This option is to be construed as an Option to Purchase Agreement only and shall not be determined to give rise to, nor be construed as a partnership relation, and neither party hereto shall have the authority to obligate the other without the written consent of the party to be charged, first had and obtained.

**SOLE AND ONLY AGREEMENT.** This instrument constitutes the sole and only Agreement between Seller and Buyer respecting said realty and correctly sets forth the obligations of Seller and Buyer to each other as of its date. Any agreements or representations respecting said realty or this option not expressly set forth in this instrument, or in a separate writing, dated and executed by the party to be charged or obligated, is null and void.

**GENDER CLAUSE.** In the text of this Agreement, the neuter gender includes the feminine and the masculine, the masculine, the feminine and the neuter, and the feminine, the masculine and the neuter, and each includes corporation, partnership, or other legal entity when the context so requires.

**IN WITNESS WHEREOF** the parties have duly executed this Land Purchase Option Agreement the date first above written.

COUNTY OF YUBA

By Michael D. Mathias  
Chairman

FRANK FAEHNER

By Frank Faehner, by Joy K. Faehner  
Buyer his Attorney in Fact  
Frank Faehner, by Joy K. Faehner  
his Attorney in Fact

ATTEST: TERRY A. HANSEN  
Clerk of the Board of Supervisors

Terry A. Hansen

This is a true and correct Copy  
of the original of the  
ATTESTED  
Clerk of the Board of Supervisors of the  
County of Yuba, State of California

By Terry A. Hansen

Date: Mar. 4, 1997

# *The County of Yuba*

## **Administrative Services**

---



**TO:** Board of Supervisors

**FROM:** Administrative Services, Doug McCoy

**SUBJECT:** Administrative Services; Approve renewal of off-airport operator agreement and use permit between the county of Yuba and Young Family Living Trust

**DATE:** April 25, 2017

**NUMBER:** 156/2017

### *Recommendation*

It is recommended that the Board approve the attached "Off-Airport Operator Agreement and Use Permit" between the County of Yuba and Young Family Living Trust, and authorize the Chairman to execute the same.

### *Background*

An "off the airport" operation (known as "through the fence") is the use of a public landing area by aircraft based on land adjacent to, but not a part of the airport property. A perimeter fence may be or may not be imaginary or actually exist. In some cases, special taxiways have been built for this type of operation. The owner of a public airport is entitled to seek recovery of its initial and continuing costs of providing a public use landing area.

The subject agreement allows Young Family Living Trust, to access the Yuba County Airport from privately-owned property. The Young Family Living Trust aircraft hangar is located in the Corporate Hangar Area, along Sky Harbor Drive.

### *Discussion*

The subject agreement is a renewal for an additional five years of the existing use permit that the permittee has been operating under for the past 20 years. The use permit fee is paid by all airport operators, both on the field and off the field to allow for use of airport facilities. The use of the access is

for non-aviation uses, and therefore the fee is set at the standard non-commercial rate or \$65 per month, generating \$780 per year airport revenue.

*Committee Action:*

This item was not considered by the Public Facilities Committee as it is a renewal of an existing agreement that has been previously before the committee for similar permittee operations and considered routine.

*Fiscal Impact:*

The general fund is not affected by approval of this agreement. The permit fee is a continuing part of the revenue stream for the Airport used for airport operations and administration.

*Attachments*

156-2017 - Off Airport Operator Agreement and Use Permit



**YUBA COUNTY AIRPORT  
OFF-AIRPORT OPERATOR AGREEMENT  
AND USE PERMIT**

This Agreement and Use Permit, made and entered into this \_\_\_\_ day of April, 2017, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter referred to as County, and **YOUNG FAMILY LIVING TRUST**, located at 1417 Sky Harbor Drive, herein after referred to as "Permittee."

**WITNESSETH:**

**WHEREAS**, County is the owner of Yuba County Airport, hereinafter referred to as "Airport," in the County of Yuba, State of California, said airport being a general purpose airport owned and maintained by County for the use and benefit of the public; and

**WHEREAS**, Permittee wishes to conduct certain non-commercial activities at said Airport on real property owned by Permittee adjacent to said Airport (see Exhibit A). Said real property has been developed for commercial and non-commercial uses which require access to the Yuba County Airport; and

**WHEREAS**, YOUNG FAMILY LIVING TRUST desires to obtain for itself the right to move aircraft between the taxiway systems of the Yuba County Airport and the adjacent property; and

**WHEREAS**, the Federal Aviation Administration recommends that airport owners refrain from entering into any agreement which grants access to the public landing area by aircraft normally stored and serviced on adjacent property. Exceptions can be granted on a case-by-case basis where operating restrictions ensure safety and equitable compensation for use of the Airport; and

**WHEREAS**, the owner of an airport is entitled to seek recovery of initial and continuing costs of providing a public use landing area; and

**WHEREAS**, the development of aeronautical enterprises on land uncontrolled by the owner of the public airport can result in a competitive advantage for the "through-the-fence" operator to the detriment of on-airport operators. To equalize this imbalance, the airport owner shall obtain from any off-base enterprise a fair return for its use of the landing area.

**NOW, THEREFORE, IT IS HEREBY AGREED:**

1. OPERATIONS: Permittee's approved operation at Airport is pursuant to the provisions of Part 135 of Title 14 of the Code of Federal Regulations, Federal Aviation Administration. Permittee is authorized to conduct general aviation operations in regard to its operation at Airport. No commercial services are authorized. Aircraft operated in any of the above activities may be owned by Permittee or others. Permittee shall at all times and at its own cost and expense have all its owned or operated aircraft maintained in good operating order and free from known mechanical defects. The method and arrangement for operating on the Airport, including but not limited to the parking of aircraft, shall be subject to the review and approval of the County Airport Manager. The Airport Manager shall at all times have final authority to designate the aprons, ramps, taxiways, runways, roadways, terminal, and common use areas at Airport to be utilized by Permittee in connection with its aircraft.

All of Permittee's activities conducted on Airport must be in accordance with appropriate federal and state statutory and decisional laws, Yuba County ordinances, rules and regulations, and the requirements of any other duly authorized government agency; however, in the event any such law, rules, regulations or requirement is changed subsequent to the execution of this permit and Permittee's activities are affected thereby, Permittee shall be allowed a reasonable time within which to comply with such change. Permittee shall conform and comply with all

noise abatement rules and regulations applicable to Airport. Permittee agrees to conduct all flights, activities authorized herein, and ground operations on, at, or near the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations and activities.

2. TERM: The term of this Agreement and Use Permit shall be five (5) years commencing March 1, 2017, and terminating February 28, 2022. This Agreement and Use Permit can be renewed prior to the expiration of the term for an additional five (5) years by mutual agreement of the County and the Permittee. This Agreement may be terminated by the County for any reason at any time upon not less than ninety (90) days advance written notice to Permittee.

3. CONSIDERATION: Permittee agrees to make the following payments to County in consideration for the rights granted to Permittee under this Agreement and Use Permit:

A. Permittee shall pay to County an annual non-commercial use permit fee as set by the Yuba County Board of Supervisors. The current rate is Sixty-five Dollars (\$65.00) per month and can be paid monthly or annually. The use permit fee is adjusted annually with an effective date of July 1.

B. Any change in the amount of fees specified in this section by County after the effective date of this Agreement shall be applicable hereunder upon notice to Permittee at least thirty (30) days prior to the effective date of such change.

4. INTEREST PENALTY: In the event Permittee is in arrears for thirty (30) days or more after any of the amounts agreed upon with this Agreement are due, County shall assess interest at the rate of eighteen percent (18%) annual percentage rate.

5. OTHER CHARGES AND FEES: Permittee shall pay County all other fees and charges as billed by County pursuant to any separate agreement between the parties for

services not referred to herein.

6. SPACE: This Agreement and Use Permit does not allow Permittee to possess any portion of Airport, and rents no space for Permittee's operation as described in this Agreement and Use Permit.

7. ASSIGNMENT OR TRANSFER: This Agreement and Use Permit and the rights granted to Permittee hereunder are not assignable or transferable, and shall not run with the land, but rather shall inure solely to the personal benefit of Permittee. Any attempted assignment or transfer, or if a transfer occurs by operation of law, shall be null and void, and shall render the Agreement and Use Permit immediately terminated at County's sole option.

8. INSURANCE: Permittee shall throughout the existence of this Agreement and Use Permit, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability insurance in the minimum amounts of ONE MILLION DOLLARS (\$1,000,000.00) combined single limits as follows:

A. See Exhibit B, attached hereto.

B. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Permittee as required by law in the State of California.

C. Additional Insureds: The insurance required shall include the County of Yuba, its officers and employees, as additional insureds except with regard to occurrences that are the result of their sole negligence.

D. Cancellation Notice: The insurance required shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days' prior written notice to the County of Yuba.

E. Proof of Insurance: Permittee shall furnish proof of coverage satisfactory to the Yuba County Risk Manager as evidence that the insurance required above is being maintained.

9. INDEMNITY: Permittee shall indemnify and defend the County and its officers, agents and employees against and hold it harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County's officers, agents and employees, which shall in any way arise out of or be connected with Permittee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

10. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit C, attached hereto and made a part hereof.

11. SIGNS. Permittee shall not, without the prior written approval of County, erect, maintain, or display any signs on the Airport. Any conditions, restrictions, or limitations, with regard to signing as stated by County in writing, shall become conditions of this Agreement.

12. FAA CERTIFICATION: Permittee shall not engage in any operations at Airport prior to obtaining any certifications that may be required with respect thereto by the FAA. Permittee shall furnish the Airport Manager a copy of any such certifications, upon request.

13. NOTICES: Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Agreement shall be in writing and either served personally or sent by prepaid, first-class mail. Such matters shall be addressed to the other party at the following address:

To County at:

Airport Manager  
YUBA COUNTY AIRPORT  
1364 Sky Harbor Drive  
Olivehurst, CA 95961

To Permittee at:

YOUNG FAMILY LIVING TRUST  
1417 Sky Harbor Drive  
Olivehurst, CA 95961

Copy to:

Yuba County  
County Counsel  
119 8<sup>th</sup> Street, Suite 123  
Marysville, CA 95901

**IN WITNESS WHEREOF**, the parties have signed this Agreement the day and year first  
above written.

YOUNG FAMILY LIVING TRUST

  
\_\_\_\_\_  
"Permittee"

COUNTY OF YUBA

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

\_\_\_\_\_

APPROVED AS TO FORM:

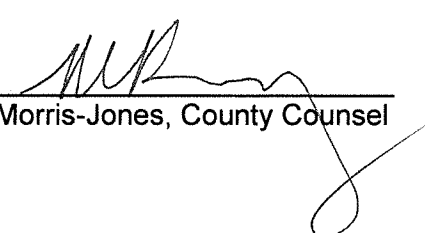
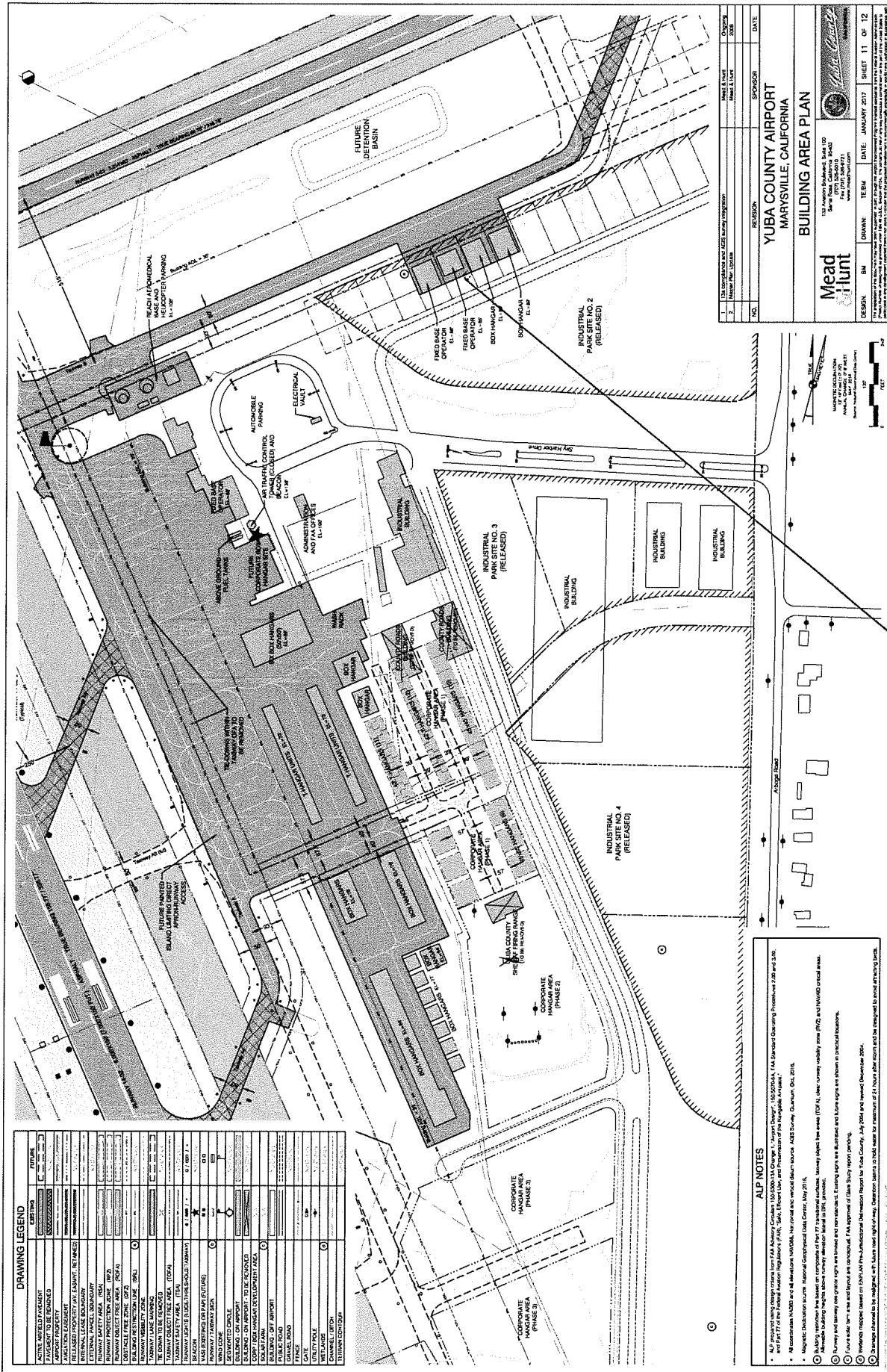
  
\_\_\_\_\_  
Angil Morris-Jones, County Counsel

EXHIBIT A



## EXHIBIT B

### INSURANCE PROVISIONS

LESSEE shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the LESSEE, its agents, representatives, or employees.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if LESSEE has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.  
*(Not required if LESEE provides written verification it has no employees)*
4. **Professional Liability** (Errors and Omissions) Insurance as appropriate to LESSEE's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Pollution Legal Liability** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the LESSEE maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by LESSEE.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:



***Additional Insured Status***

**COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of LESSEE; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of LESSEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LESSEE's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

***Primary Coverage***

For any claims related to this contract, **LESSEE's insurance coverage shall be primary** insurance as respect to COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of LESSEE's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

***Waiver of Subrogation***

LESSEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against COUNTY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer. These Waiver of Subrogation provisions only apply to property/casualty/workers' compensation insurance policies.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require LESSEE to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, LESSEE must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

***Verification of Coverage***

LESSEE shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive LESSEE's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

LESSEE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## EXHIBIT C

### FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the (Lessee, licensee, Lessee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the County of Yuba shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the County of Yuba shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the County of Yuba or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Lessee agrees that it shall insert the above five provisions in any permit by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The County of Yuba reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.

9. The County of Yuba reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Lessee in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the County of Yuba and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the County of Yuba, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Yuba County Airport.

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

13. The Lessee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 65 feet. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon

the land permitted hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Yuba County Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

# *The County of Yuba*

B O A R D O F S U P E R V I S O R S



APRIL 11, 2017

Call to order 9:37 a.m. with Supervisors Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, and Randy Fletcher present. Also present was County Counsel Angil Morris-Jones.

PLEDGE OF ALLEGIANCE - Led by Supervisor Fletcher

ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher – All present

CONSENT AGENDA All matters listed under Consent Agenda are considered to be routine and can be enacted in one motion.

MOTION: Move to approve Consent Agenda

MOVED: Mike Leahy SECOND: Gary Bradford

AYES: Andrew Vasquez, Randy Fletcher, Mike Leahy, Doug Lofton, Gary Bradford

NOES: None ABSENT: None ABSTAIN: None

- 115/2017 Agricultural Commissioner: Adopt resolution authorizing Agricultural Commissioner to execute certain contracts/agreements/cooperative agreements/grants/memorandum of understanding for Fiscal Year 2017/2018 or multiyear, upon review and approval of County Counsel and County Risk Management. Adopted Resolution No. 2017-38.
- 128/2017 Board of Supervisors: Cancel May 9, 2017 Board of Supervisors meeting to allow all board members to attend Association of California Water Agencies conference May 9 - 15, 2017. (No background material) Approved.
- 113/2017 Clerk of the Board: Appoint John W. Wright to Child Care Planning Council of Yuba and Sutter Counties as a Discretionary Representative with a term ending September 30, 2019. Approved.
- 109/2017 Community Development and Services Agency: Approve plans, specifications, and estimate for New York House Road Bridge Project and authorize advertisement with a tentative bid opening date of May 3, 2017. Approved.
- 111/2017 Community Development and Services Agency: Award contract to apparent low bidder Trent Construction for Alleghany Road over Oregon Creek Bridge Rehabilitation project, and authorize Chair to execute contract, pending review and approval of County Counsel. Approved.

- 117/2017 Community Development and Services Agency: Award contract to Pacific Legacy, Inc. for professional services for the Waldo Road Bridge Replacement project and authorize Chair to execute upon review and approval of County Counsel. Approved.
- 92/2017 Community Development and Services Agency: Award contract to Parsons Brinckerhoff, Inc. for professional design guidance services for Oregon Hill Road Bridge Replacement project and authorize Chair to execute upon review and approval of County Counsel. Approved.
- 124/2017 County Administrator: Authorize \$4,000 in funding for Friends of Fish and Game Boat Safety Events. Approved.
- 98/2017 Sheriff-Coroner: Adopt resolution authorizing Sheriff to execute grant application, agreement, and necessary documents with Department of Boating and Waterways for boating and safety enforcement activities for Fiscal Year 2017-2018. Adopted Resolution No. 2017-37.

#### SPECIAL PRESENTATIONS

- 127/2017 Present Proclamation to Casa de Esperanza for April 2017 Child Abuse Prevention Month. (No background material) (Ten minute estimate) Vice Chair Vasquez read and presented proclamation to Director of Client Services Linda Hodges. Ms. Hodges commended the Board for their continued support and provided an update on status of rebuild.
- 91/2017 Special Presentation: Present County Employee Service Awards. (Thirty minute estimate) County Administrator Robert Bendorf and Board of Supervisors congratulated employees on their service and presented awards to the following:

##### Ten Years of Service

Paula Almaguer	Andrea Armstrong	Mathew Arnold	Sharron Banach
Liliana Barrington	Robert Bendorf	Kathy Benningfield	Jason Bledsoe
Angelica Bravo	Russell Brown	Paula Brunner	Claudia Contreras
Elizabeth Corniel	John Corniel	Stephen Duckels	Aaron Eller
Melissa Gianelli	John Hannagan	Roger Harkema	Lucy Her
Corby Hinsdale	Jerry Hulsey	Darcy Knox	Rosalba Leon
Elizabeth Marshall	Sean Moore	Vadie Nash	Roman Ontiveros
Carlos Perez	Kevin Perkins	Alice Pittman	Daniel Ritner
Monica Saini	Sandeep Sidhu	Shiloh Sorbello	Debra Svoboda
Mireya Yanez	Charles Yang		

##### Fifteen Years of Service

Perminder Bains	Bonnie Beck	Gary Bradley	Ka Yeng Cha
Janet Crocker	Kim Crow	Craig Curtis	Rachel Davit
Lovena Decamp	Shirley Derryberry	Laura Deshazer	Suzanne Dorsey
Laura Dowling	Brett Felion	Loren Foster	Catherine Goodson
Mary Jane Griego	Pamela Hallford	Jerry Henry	Carla Jacobs
Carla Jara	Marilyn Johnson	Cynthia Journagan	Sharry Klabouch
Michael Kouhestani	Cindy Lavender	Christina Lay	Herminia Lopez

Fifteen Years of Service continued

Brandt Lowe	Veronica Ludwig	Deana Manning	Bonnie Maxwell
Jessica Mcaleer	Deborah Meeker	Linda Megehee	Jesse Menchaca
Jason Nakamura	Ronald Naso	Marianne Nishimura	Bonnie Noel
Rosemary Pierce	Lorena Procsal	Marc Provencal	Shannon Putnam
Courtney Pyse	Timothy Robertson	Sheila Royce	Jerry Schicht
April Sonnenburg	Brandon Spear	Jennie Springfield	Peter Sweeney
Cheryl Totten	Deedee Vaughn S	heri West	Kathy Widener
Renee Wilson			

Twenty Years of Service

Tracey Bryan	Theresa Dove Weber	Allan Garza	Richard Horak
Julie Mahon	Tara Moseley	Charles Williams	Kimberly Ross Pollard
Thelma Yanez	Regina Zurakowski		

Twenty-Five Years of Service

Darrell Brice	Bryan Bump	Michelle Cahoon	Victor Cruz
David Geoia	Michele Mazerolle	Grace Mull	Jan Rockwell
Teng Saechao	Lois Stevenson	Tina Taylor	Vicki Worthley

Thirty Years of Service

Donna Clark	Margaret Hochstrasser	Monica Hogan	Alan Long
Susan Johnson	Tejinder Maan	Greig Sizelove	

Thirty-Five Years of Service

Errol Storm

The Board recessed at 10:07 a.m. and reconvened at 10:18 a.m.

PUBLIC COMMUNICATIONS: None

COUNTY DEPARTMENTS

118/2017      Agricultural Commissioner: Authorize budget transfer in the amount of \$20,000 from Account No. 101-3400-426-0101 (Salaries) to Account No. 101-3400-426-2200 (Office expense) to utilize salary savings for purchase of office equipment. (Ten minute estimate) Director Stephen Sheer recapped and responded to Board inquiries.

MOTION: Move to approve      MOVED: Andrew Vasquez      SECOND: Mike Leahy  
AYES: Andrew Vasquez, Randy Fletcher, Mike Leahy, Doug Lofton, Gary Bradford  
NOES: None      ABSENT: None      ABSTAIN: None



CORRESPONDENCE The Board may direct any item of informational correspondence to a department head for appropriate action.

123/2017 Correspondence: Notice from California Fish and Game Commission regarding regulations relating to Central Valley Chinook Salmon Sport Fishing. Received.

#### BOARD AND STAFF MEMBERS' REPORTS

Supervisor Vasquez:

- Proposition 54 Sanctuary City
- Yuba County Noise Ordinance
- SACOG Chair James Coreless meeting May 15, 2017

County Administrator Robert Bendorf: Received Board consensus to bring forward a Joint Coalition letter relating to Oroville Dam and continued operations.

#### CLOSED SESSION

23/2017 Pending litigation pursuant to Government Code Section §54956.9 (d)(1) - Hedrick vs. Grant. Pulled.

101/2017 Labor Negotiations pursuant to Government Code §54947(a) – DDAA/YCEA / Negotiator Jill Abel Pulled.

77/2017 Personnel pursuant to Government Code §54957(b)(1) – Department Head Evaluation-Appointment/County Counsel Received resignation from County Counsel effective April 30, 2017.

ADJOURN: 10:50 a.m.

---

Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

---

By: Rachel Ferris, Deputy Clerk

Approved: \_\_\_\_\_

# *The County of Yuba*

## **Community Development and Services Agency**

---



**TO:** Board of Supervisors

**FROM:** Community Development and Services Agency, Michael Lee

**SUBJECT:** Adopt resolution to approve engineer's report and declare intention to levy and collect assessments within the Gledhill Landscaping and Lighting District for the fiscal year 2017/2018.

**DATE:** April 25, 2017

**NUMBER:** 110/2017

### *Recommendation*

Adopt resolution to approve engineer's report and declare intention to levy and collect assessments within the Gledhill Landscaping and Lighting District for fiscal year 2017/2018.

### *Background*

Gledhill Landscaping and Lighting District was formed on July 1, 1993. Per the Streets and Highway Code an Engineer's Report shall be prepared and filed each year.

### *Discussion*

The assessment, shown in the engineer's report, will provide revenue needed to operate the district for fiscal year 2017-2018. There has been no change in the assessment rate from last year's rate. There are 3697 dwelling units that are assessed at \$13.20 for the total revenue of \$48,800.40 for the fiscal year 2017-2018. These funds are used to operate and maintain Fernwood Park in East Linda and Friendship Park in West Linda. In particular, the funds will be used to maintain existing landscaping, repair recreational equipment, improve existing irrigation, install new irrigation and landscaping, and perform other work required to operate the district.

### *Committee Action: (Omit if to Committee)*

The Land Use & Public Works Committee was by-passed as this action is routine in nature and occurs annually

*Fiscal Impact:*

No impact to the General Fund. Assessments collected are used to operate and maintain the District.

*Attachments*

110/2017 Resolution adopting engineer's report and declaring intention to levy and collect assessments

**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA**

**RESOLUTION TO ADOPT ENGINEER'S )  
REPORT AND DECLARE INTENTION TO )  
LEVY AND COLLECT ASSESSMENTS )  
WITHIN GLEDHILL LANDSCAPING AND )  
LIGHTING DISTRICT )**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Landscaping and Lighting Act of 1972 (Division 15, Part 2, Chapter 3, of the Streets and Highways Code (commencing with section 22620) which relates to the levy of annual assessments after formation of a landscaping and lighting district, requires the legislative body to approve the Engineer's Report and adopt a resolution of intention to levy and collect assessments; and

**WHEREAS**, the engineer shall prepare and file a report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of Part 2 of the Streets and Highways Code.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors hereby:

1. Approves the Engineer's Report for Gledhill Landscaping and Lighting District for fiscal year 2017-2018.
2. Declares its intention to levy and collect assessments within the assessment district for fiscal year 2017-2018 in compliance with Streets and Highways Code section 22624.
3. Declares that the work proposed in the Engineer's Report includes maintenance of existing landscaping, and repair and maintenance of recreation areas and equipment as required to maintain parks within the Gledhill Landscaping and Lighting District for fiscal year 2017-2018.
4. Declares that the Gledhill Landscaping and Lighting District is located in the community of Linda.
5. Declares that the Engineer's Report is on file with the Clerk of the Board of Supervisors at 915 8th Street, Marysville, California, where it may be reviewed for a full and detailed description of the improvements, boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the district.
6. Declares that the proposed assessments consist of no increase from the current rate of \$13.20 per year per dwelling unit.
7. Declares that a public hearing be scheduled on May 23, 2017 at 9:30 a.m. in the Board of Supervisors Chambers at 915 8<sup>th</sup> Street, Marysville, California, where all interested persons will be given an opportunity to be heard and all oral statements and written protests made prior to the close of the public hearing will be considered.

8. Declares that any interested person may, prior to the conclusion of the hearing, file a written protest with the Clerk of the Board of Supervisors, or having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property.

9. Declares that the Clerk of the Board of Supervisors shall publish a notice of public hearing one time at least ten days prior to the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

ANGIL P. MORRIS-JONES  
YUBA COUNTY COUNSEL  
APPROVED AS TO FORM:

Countney C. Fu

**ENGINEER'S REPORT  
GLEDHILL LANDSCAPING AND LIGHTING DISTRICT  
FISCAL YEAR 17/18  
COUNTY OF YUBA**

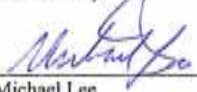
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SECTION	I	PLANS AND SPECIFICATIONS
SECTION	II	COST ESTIMATE
SECTION	III	DISTRICT DIAGRAM
SECTION	IV	ASSESSMENT
SECTION	V	BOND OR NOTE ISSUANCE
APPENDIX	A	COST ESTIMATE
APPENDIX	B	MAP

Prepared By:

Judy Zirion  
Engineering Technician  
Department of Public Works  
(530) 749-5420

Reviewed by:

  
\_\_\_\_\_  
Michael Lee  
RCE 55795  
Exp 12-31-18

**ENGINEER'S REPORT  
GLEDHILL LANDSCAPING AND LIGHTING DISTRICT**

22568

Section I: Plans and Specifications

a. Detail Plans  
Not applicable

b. Scope of Work

Fiscal Year 2017 - 2018

1. Continue to maintain the landscaping.
2. Continue the maintenance of the athletic areas.
3. Continue the maintenance and replacement of damaged recreation equipment.
4. Improve the existing irrigation facilities.
5. Install new irrigation and landscaping.

22569

Section II: Estimate of Cost

a. Net amount to be assessed per Dwelling Unit on annual basis within the assessment district.	\$ 13.20
b. Dwelling Units within the assessment district.	3697
c. Total income within the assessment.	\$48,800.40
d. Amount of surplus carried over from a previous year.	0
e. Garden reimbursement for water use.	0
f. Interest/Grants	\$300.00
g. Total budget 2017 – 2018	\$49,100.40
h. Detailed cost estimate enclosed as Appendix “A” total cost of construction, maintenance and/or services.	\$48,500.00

22570

Section III: District Diagram

- a. District map enclosed as Appendix "B"
- b. Assessor's Parcel Numbers will be used to give each lot or parcel a district alpha-numeric label for the Gledhill Landscaping and Lighting District.

22572

Section IV: Assessment

"Dwelling unit shall mean a building or portion thereof designed for or occupied exclusively for residential purposes, including one-family or each unit of multi-family dwelling.

- a. Each dwelling unit is to be assessed \$1.10 each month or \$13.20 each year.
- b. For a description of each parcel, please refer to the Yuba County Assessment Rolls.
- c. Each dwelling unit within the district will be assessed the same amount, receiving equal benefit for improvements within the district.
- d. No notes or bonds have been issued at this time.

22567

Section V: Bond or Note Issuance

- a. None to be issued.



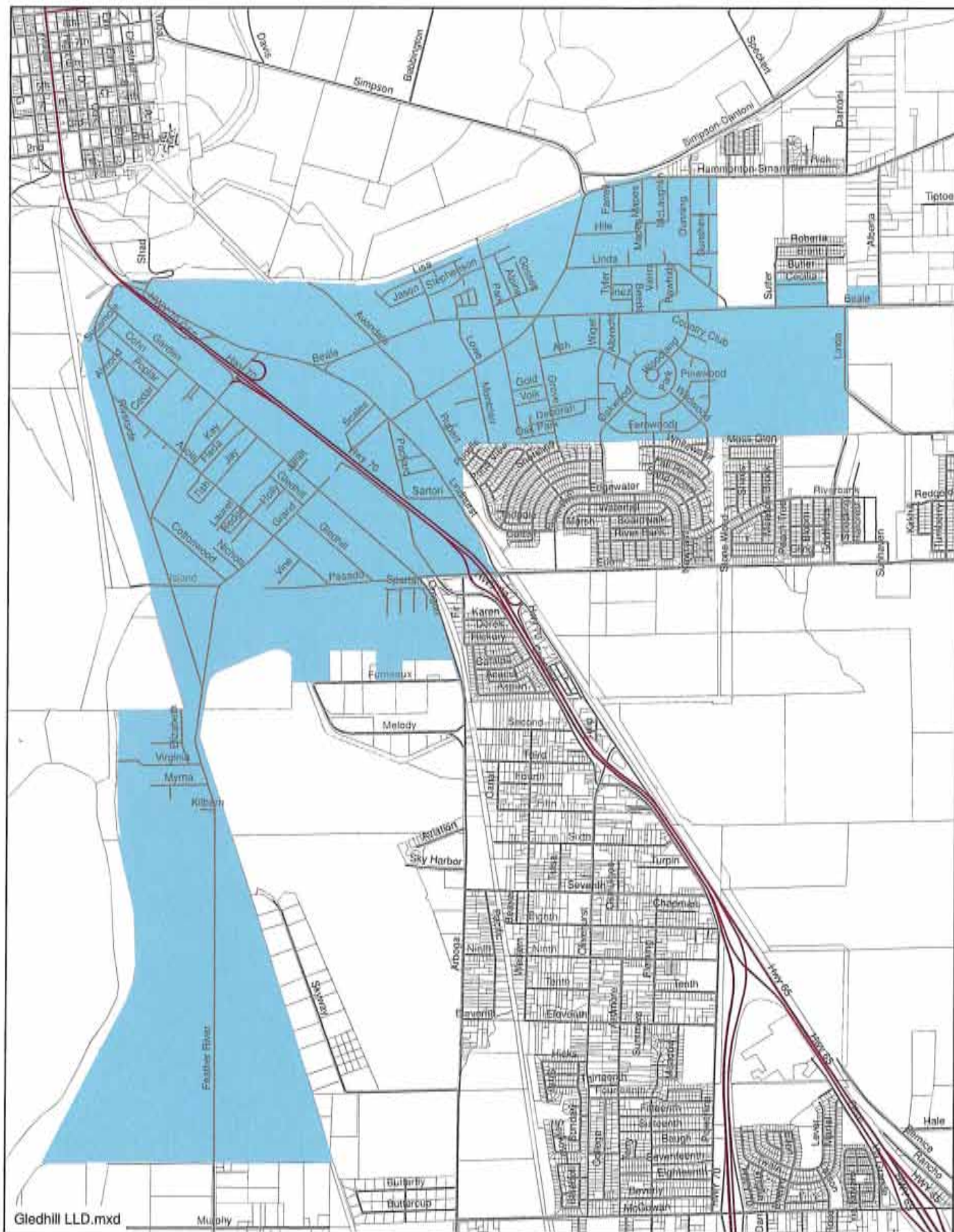
ENGINEER'S REPORT  
APPENDIX "A" - COST ESTIMATE

1. PROFESSIONAL SERVICES:

A. Landscape Maintenance	\$ 25,000.00
B. Repairs to Sprinkler Systems	\$ 2,000.00
C. Project Supervision Coordination	0
D. Public Works Administration (Including A-87)	\$ 6,500.00
E. Open and Close Fernwood Park	0
F. Recreation Equipment and Sports Area Repairs and Maintenance - Reserve.	\$ 6,000.00
G. Insurance	\$ 3,000.00
<b>Subtotal:</b>	<b>\$ 42,500.00</b>

2. UTILITIES	\$ 6,000.00
Water (\$4,000.00)	
Electrical (\$2,000.00)	
<b>Subtotal:</b>	<b>\$48,500.00</b>

**TOTAL: \$48,500.00**



**APPENDIX "B"**  
**GLEDHILL LANDSCAPING AND LIGHTING DISTRICT**

# *The County of Yuba*

## **Community Development and Services Agency**

---



**TO:** Board of Supervisors

**FROM:** Community Development and Services Agency, Michael Lee

**SUBJECT:** Adopt resolution authorizing submission of Yuba County's Transportation Claim for funds from Sacramento Area Council of Governments.

**DATE:** 04/25/2017

**NUMBER:** 157/2017

### **Recommendation**

Adopt the attached resolution which authorizes the submission of Yuba County's Transportation Claim to the Sacramento Area Council of Governments (SACOG).

### **Background/Discussion**

Attached is the Annual Transportation Claim for funds from the Transportation and Development Act of 1971 as amended by SB 1335 approved June 25, 1982. The amount for the fiscal year 2016/2017 is \$1,076,159. This total includes:

Streets and Roads Claim	83,275.00
Yuba-Sutter Transit Authority	686,123.00
SACOG Planning	23,794.00

This request has been made in accordance with information provided by Yuba-Sutter Transit Authority that the above-mentioned funding is needed for fiscal year 2016/2017 to meet their transit needs.

### **Committee**

Committee has been bypassed as no committee action is required.

### **Fiscal Impact**

No fiscal impact to the General Fund. Revenue has been budgeted in the Road Fund

*Attachments*

157-2017 TDA SACOG Resolution

157-2017 SACOG Transportation Claim

**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA**

**RESOLUTION AUTHORIZING SUBMISSION )  
OF TRANSPORTATION CLAIM FOR FUNDS )  
FROM THE TRANSPORTATION )  
DEVELOPMENT ACT OF 1971 AS AMENDED )      RESOLUTION NO. \_\_\_\_\_**

**WHEREAS,** the County of Yuba intends to submit a Transportation Claim to the Sacramento Area Council of Governments (SACOG) for funds available from the Transportation Development Act of 1971, as amended, and

**WHEREAS,** the Sacramento Area Council of Governments has advised Yuba County of an apportionment for fiscal year 2016/2017 of \$793,192; this total amount includes the sum required for Yuba-Sutter Transit Authority transit needs in the amount of \$686,123, and

**WHEREAS,** the funds required to meet the requirements of fiscal year 2016/2017 of the Yuba-Sutter Transit Authority can be met from the sum of \$686,123, the sum of \$83,275 can be utilized for street and road purposes, and the remaining sum of \$23,794 will be available for SACOG Planning Program.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Yuba hereby finds and declares that there are no areas within it's jurisdiction with unmet transit needs which can reasonably be met either through expansion of existing transportation systems or by establishing new systems;

**BE IT FURTHER RESOLVED,** that the Board of Supervisors hereby authorizes submission of an Annual Transportation Claim to the Sacramento Area Council of Governments for \$793,132; such funds to be used for purposes indicated in claim with \$686,123 apportioned

to Yuba-Sutter Transit Authority, \$83,275 for street and road purposes, and \$23,794 to SACOG for the Planning Program.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:


ABSTAIN:

\_\_\_\_\_  
CHAIRMAN

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVED AS TO FORM: COUNTY COUNSEL  
ANGIL MORRIS-JONES

  
\_\_\_\_\_

<p style="text-align: center;"><b>TDA-1</b> <b>TRANSPORTATION DEVELOPMENT ACT CLAIM</b></p>
---

**TO:** Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, CA 95814

**FROM:**

Claimant County of Yuba, Department of Public Works

Address 915 8<sup>th</sup> Street, Suite 125

City Marysville CA Zip Code 95901

Contact Person Michael Lee

Telephone (530) 749-5420

E-Mail [mlee@co.yuba.ca.us](mailto:mlee@co.yuba.ca.us)

Facsimile (530) 749-5424

The above claimant hereby requests, in accordance with authority granted under the Transportation Development Act and applicable rules and regulations adopted by the Sacramento Area Council of Governments (SACOG), that its request for funding be approved as follows:

<b>LTF:</b>
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\$107,069	FY 2016/2017
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FY
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FY
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FY
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FY
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<b>STA:</b>
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FY
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FY
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FY
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FY
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FY
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Submitted by:  , Michael G. Lee

Title: Public Works Director

Date: April 12, 2017

**TDA-2**

**Claimant: County of Yuba, Department of Public Works**



<b>TDA-3</b> <b>STATUS OF PREVIOUSLY APPROVED PROJECTS</b>
---

Instructions — Describe the status of all prior fiscal year TDA claim projects and any projects from previous years that are still active, as follows:

- Include both operating and capital budgets
- Approved amounts should be specified in TDA claims approved by SACOG
- Expenditures should be to date
- Project status should be either “Complete” or “Active”

<b>Fiscal Year</b>	<b>Project Title</b>	<b>Amount Approved</b>		<b>Expenditures</b>		<b>Project Status</b>
2015/2016	Article 8 – Section 99400 (a) for Streets & Roads, Routine Maintenance	394,695		394,695		Complete
2015/2016	SACOG Planning	32,375		32,375		Complete
<b>TOTAL</b>		\$ 427,070	\$	\$ 427,070	\$	

**TDA-4**  
**STATEMENT OF CONFORMANCE**

Form TDA-4 must be completed and signed by the Administrative Office of the submitting claimant.

The Yuba County Board of Supervisors  
hereby certifies that the Transportation Development Act claim for fiscal years 2016/2017  
in the amount of \$ 107,069 (LTF) and \$ 0.00 (STA)  
for a total of \$ 107,069 conforms with the requirements of the  
Transportation Development Act and applicable rules and regulations (see Attachment A for listing of  
conformance requirements).

Certified by Chief Financial Officer \_\_\_\_\_

Title Auditor / Controller

Date \_\_\_\_\_

**TDA-5**  
**TDA CLAIM CERTIFICATION FORM**

I, C. Richard Eberle, Chief Financial Officer for the County of Yuba

do hereby attest, as required under the California Code of Regulations, Title 21, Division 3, Chapter 2, Section 6632, to the reasonableness and accuracy of the following:

- (a) The attached budget or proposed budget for FY 2016/2017
- (b) The attached certification by the Department of the California Highway Patrol verifying that N/A is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.
- (c) The estimated amount of FY 2016/2017 maximum eligibility for moneys from the Local Transportation Fund and State Assistance Fund, as defined in Section 6634 is \$ 107,069

Signature of Chief Financial Officer \_\_\_\_\_

Agency Name County of Yuba

Date \_\_\_\_\_

# *The County of Yuba*

## **Health and Human Services Department**

---



**TO:** Board of Supervisors

**FROM:** Jennifer Vasquez, Director  
Eric Runge, Operations Program Manager  
Health and Human Services Department

**SUBJECT:** Health and Human Services: To authorize to solicit proposals for services under the Transitional Housing Placement Plus Program (THP-Plus).

**DATE:** April 25, 2017

**NUMBER:** 121/2017

### *Recommendation*

It is recommended that the Board of Supervisors authorize the Health and Human Services Department (HHSD) to solicit proposals with licensed professional Foster Family Agencies to provide transitional housing and supportive services to participating former foster and probation youth with housing services designed to assist them in fulfilling the goals and better prepare them for independence.

### *Background*

THP-Plus is a transitional housing placement opportunity for former foster youth. The goal of the program is to provide a safe living environment while helping participants achieve self-sufficiency so they can improve life skills prior to leaving the foster care support system. In addition to locating housing, Yuba County's emancipating foster and probation youth must find work and sustain themselves as adults. County recognizes that our emancipating foster and probation youth need housing and supportive, concrete services delivered in a real-life environment, in order to prepare them for their future. The county has been contracting for several years with various licensed Foster Family Agencies for the provision of services under the Transitional Housing Placement Plus Program (THP-Plus). Those contracts are due to expire on June 30, 2017.

### *Discussion*

Pursuant to Section 2.0(b) of the County Purchasing and Contract Policy Manual, the county is required to solicit competitive proposals for contracts in the amount of \$15,000.00 or more. To meet the

contracting requirements, HHSD will solicit proposals from interested and qualified licensed professionals to provide supportive services to participants who are legally adults, but still require youth-focused services and provide each participant with the nurture, treatment, and training suited to his/her needs.

*Committee Action:*

The Human Services Committee recommended approval on April 18, 2017.

*Fiscal Impact:*

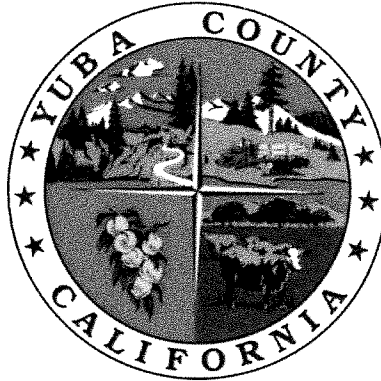
Approval of this authorization will not impact County General Funds.

*Attachments*

121/2017 RFP for THP-Plus

**COUNTY OF YUBA  
HEALTH AND HUMAN SERVICES DEPARTMENT  
REQUEST FOR PROPOSAL**

**PROVIDE SERVICES UNDER THE TRANSITIONAL HOUSING PLACEMENT PLUS  
PROGRAM (THP-Plus)**



**PROPOSAL CLOSING DATE:**

**Monday, May 15, 2017 at 4:00 p.m. (PST)**

**NOTE:** It is the applicant's responsibility to check the County solicitation Website, see address below, or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The County shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.

<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitations.aspx>

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## **INTRODUCTION**

Yuba County, through its Health and Human Services Department (County), is soliciting Requests for Proposals (RFPs) from qualified licensed Foster Family Agencies (FFA) to participate in the Transitional Housing Program Plus (THP-Plus) based upon their experience and abilities in meeting the needs of the target population, not to exceed nine (9) placements per month.

This RFP outlines the scope of services, information necessary to understand the competitive selection process and the required documentation necessary for the submission of proposals. Please review the document carefully to ensure you are familiar with the County's requirements.

## **THP-PLUS PROGRAM AND TARGET POPULATION**

THP-Plus is a transitional housing placement opportunity for former foster youth. The goal of the program is to provide a safe living environment while helping participants achieve self-sufficiency so they can improve life skills prior to leaving the foster care support system. In addition to locating housing, Yuba County's emancipating foster and probation youth must find work and sustain themselves as adults. The County recognizes that our emancipating foster and probation youth need housing and supportive, concrete services delivered in a real-life environment, in order to prepare them for what is ahead.

THP-Plus tenants (participants) are youth/young adults who have emancipated from foster care, group home care, or probation who desire continued support in order to be successful adults. The youth/young adult must have emancipated from foster/probation care after having been in foster care placement between ages 16 to 18 and participated in the Transitional Independent Living Program (TILP). Or, they must be at least 18 years of age but not yet 25 years of age, who are pursuing the goals approved by the county, such as: self-sufficiency, housekeeping, education, job training, permanent housing, utilizing the California Department of Social Services (CDSS) approved Transitional Housing Program – Plus Transitional Independent Living Program (THP-Plus TILP) guidelines.

### **I. SCOPE OF SERVICE**

Each response to this RFP must include the following Housing Model, Program and Service details within their proposal:

- A. **Housing Model**: Describe which of the following THP-Plus housing model(s) would be provided by your agency (more than one model may be provided):
  1. **Single-site transitional model**: Participants live in housing at a single location owned or leased by the THP-Plus provider. THP-Plus supportive services and rental subsidies are provided for up to a 24-month period. The participant moves out of the rental unit at the conclusion of their program participation.

2. **Single-site permanent model:** Participants live in housing at a single location owned or leased by the THP-Plus provider. THP-Plus supportive services and rental subsidies are provided for up to a 24-month period. The participant may choose to continue to rent the unit at the conclusion of their program participation.
3. **Scattered-site transitional model:** Participants live in housing located in multiple locations in the community that are owned or leased by the THP-Plus provider. THP-Plus supportive services and rental subsidies are provided for up to a 24-month period. The participant moves out of the rental unit at the conclusion of their program participation.
4. **Scattered-site permanent model:** Participants live in housing located in multiple locations in the community that are owned or leased by the THP-Plus provider. THP-Plus supportive services and rental subsidies are provided for up to a 24-month period. The participant may choose to continue to rent the unit at the conclusion of their program participation.
5. **Host family model:** Participants live in a family setting with a relative, current, or former foster family, or other consistent caring adult who has been screened and approved by the THP-Plus provider. THP-Plus supportive services and rental subsidies are provided for up to a 24-month period. Whether or not the participant moves out of the host family is determined on an individual basis.

Responders are encouraged to incorporate the following elements in all THP-Plus housing models the Responder proposes to provide:

- Utilize apartments, single-family dwellings, or condominiums that are transitional homes where participants may continue to live following program completion while preparing to live independently in safe housing they can afford.
- Afford participants the opportunity to keep their household furnishings following the conclusion of their program.
- Locate suitable and safe housing near public transportation lines, and in areas with adequate educational, vocational, and employment opportunities.

B. **Program:** Responders should complete Attachment #2 – Provider Program Questionnaire to incorporate the following elements in their proposals:

1. Strict employment criteria regarding the drug/alcohol history, and experience of the Responder's employees who will be working with the participants, as well as position descriptions for individual position

requirements, job duties, responsibilities, education, clearances, and professional degrees.

2. A training program to educate the Responder's employees about the characteristics of persons in the age group of the participants who have been placed in long-term care settings, and designed to ensure these employees can adequately supervise and counsel participants and provide them with training in independent living skills.
3. A detailed plan for monitoring the placement of participants under the Responder's care.
4. A written agreement between the participant and the Responder that specifies the requirements for each party and that both parties agree to those requirements (a sample copy of the written agreement should be submitted with the proposal).
5. A monetary allowance for each participant, sufficient for the purchase of food and other necessities.
6. A system for the payment of utilities, telephone, and rent.
7. Methodologies for assisting each participant in pursuing the goals identified in the TILP.
8. Use of developmental assessment tools to support services in the THP-Plus Program.

C. **Services**: All proposals must address the manner in which Responder will provide:

1. Case management methodology - both on-site and off-site.
2. Twenty-four hour crisis intervention and support and how it will be documented.
3. Access to individual and group therapy needs and how outcomes will be identified and measured.
4. Appropriate medical care for participants, including assistance with coordination of transportation needs.
5. Educational advocacy and support activities including ensuring participants are enrolled in and attend a program to obtain a high school diploma, General Education Development (GED), College, Jr. College and vocational education.
6. Assistance to participants with applying for college or trade school admission, and for any scholarships and grants for which they may be eligible.

7. Job readiness training and support including linkages to WIA (the Workforce Investment Act of 1998, Public Law 105-220) partners, One-Stop Career Centers, and other job readiness training and support resources, and identifying achievable, measurable outcomes.
8. Adult mentors, who will commit to following participants for a minimum of two (2) years following completion of the THP-Plus Program. Include how this element of the program would be provided and monitored.
9. A process to build and support relationships with the participant's family and community.
10. Assistance to participants in finding or maintaining affordable permanent housing.
11. Assistance to participants in aftercare services including support groups, referrals to community resources and applying for public benefits.
12. A process to ensure participants deposit a set amount of their income from employment into an interest-bearing savings account each month and how frequently you will consult with the participant about budgeting and planning for their needs.
13. Assistance to participants with budget management and life skills, including, but not limited to, cooking, nutrition, shopping, house cleaning, grooming, physical health maintenance, training and guidance on personal safety and socialization, and use of public transportation.
14. Participants with resources to work toward their TILP goals including coordination of ILP services with their respective Social Worker or Probation Officer, the Yuba County ILP Coordinator, and other community and public partners.
15. Referrals to drug and alcohol prevention/abuse programs as required.
16. Guidance with parenting skills and help finding appropriate childcare.
17. Assistance finding members of the participant's family.
18. Assistance with the coordination of vocational assessments, i.e., CalWORKs, upon entry into the THP-Plus Program, if required.
19. Assistance with addressing the individual needs of participants placed by other California counties or states.
20. Special considerations and assistance for pregnant or parenting participants including, but not limited to: assistance securing child care, domestic violence services, parenting education and support, maternity provisions, and specialized services for children, such as assistance with

immunizations, well child visits, and school enrollment.

## I. RFP TIMELINE

The following timeline represents the County's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between **8:00 a.m. and 4:00 p.m., Pacific Standard Time (PST)**.

EVENT	TIME	DATE	DAY
RFP Issued		April 26, 2017	Wednesday
Applicant's Conference	11:00 a.m. – 2:00 p.m.	May 1, 2017	Monday
Written Questions/Comments Due	<b>4:00 p.m.</b>	<b>May 5, 2017</b>	<b>Friday</b>
Addenda Issued/Posted		May 10, 2017	Wednesday
<b>Response Submission Deadline</b>	<b>4:00 p.m.</b>	<b><u>May 15, 2017</u></b>	<b>Monday</b>
<i>No response will be accepted after this date and time.</i>			
Evaluation Process begins		May 16, 2017	Tuesday
Notice of Intent to Award Protest/Appeal period begins		May 22, 2017	Monday
<b>Deadline to submit Protest/Appeal letters</b>	<b>4:00 p.m.</b>	<b>May 30, 2017</b>	<b>Tuesday</b>
Board of Supervisor's approval and authorization to award contract(s) is <i>tentatively</i> scheduled for the June 13, 2017, Board of Supervisor's agenda			

### A. INFORMATIONAL APPLICANT'S CONFERENCE

It is the responsibility of each applicant to review, evaluate and, where necessary, request any clarification of information. In order to assist in that process, an informational Applicant's Conference will be held to explain services requirements and to answer questions regarding completion of proposals, time frames, and the RFP process:

Date: May 1, 2017  
Time: 11:00 a.m. – 2:00 p.m. PST  
Location: Yuba County Health & Human Services Department  
Yuba River Conference Room  
5730 Packard Avenue, Suite 100  
Marysville, CA 95901

It is the applicant's responsibility to check the County solicitation Website (see address below) or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The County shall not be responsible for any

incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.

The County's website will be the official notification posting place of all Amendments and Addenda's to the RFP. Go to:

<http://www.co.yuba.ca.us/Departments/admin%20Services/purchasing%20solicitations.aspx>

## **B. SUBMISSION OF PROPOSAL**

One (1) original and four (4) copies (5 total) must be received and date stamped by County no later than **4:00 p.m. (PST) on May 15, 2017**. Faxed proposals will not be accepted. Proposals must be in sealed envelopes and clearly labeled "*Transitional Housing Placement Program (THP-Plus) Proposal*" on the outside and mailed or hand-delivered to the Main reception area at:

Yuba County Health and Human Services Department  
5730 Packard Avenue, Suite 100  
Marysville, California  
Attn: Doris Robertson, Administrative Analyst

*It is the Applicant's responsibility to assure that the proposal is delivered and received at the location specified herein, on or before the date and hour set. **Proposals received after the specified date and time will NOT be considered.***

## **II. PROPOSAL RESPONSE**

Proposals must include the information that is specifically requested herein as well as such additional information as Applicant deems relevant to the process. Additional information may be provided but should be succinct and relevant to the goals of this RFP. Proposals must be developed in accordance with the described format.

**FORMAT:** Sections notated with "[Narrative]" should meet the following formatting requirements:

8.5" x 11" paper, 1" margins, 12 pt. font, double-spaced. Submit a maximum of six (6) pages of narrative (the total pages does not include requested attachments, i.e. Application, Attachments, proof of insurance, Board Resolution, Letters of Support, licenses/certificates, etc.) identifying each segment by corresponding number in addressing the following. **Proposals that deviate from this format will not be considered.**

The proposal should include the following components in the order described below. Use forms where provided. A proposal lacking any of the following information may be deemed non-responsive:

**A. Application**

Using the form titled "APPLICATION" (Attachment 1) provide all requested information including original signature of agency official authorized to submit the proposal and thereby commit the agency to the obligations contained in the RFP response. Further the signing and submission of a response shall indicate the intention of the Applicant to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

**C. Statement of Experience [Narrative]**

Provide a summary of your experience in providing services described in the scope of services and include the number of years in business, years of experience providing such services or equivalent or related services.

**D. Qualifications [Narrative and Attachments]**

1. Complete the Provider Questionnaire (Attachment 2) which provides general information about your facility.
2. Proof of Insurance Coverage: Provide proof of required insurance as described in Attachment E of the sample contract posted as an addendum to this RFP on the county website.
3. Board Resolution (*if applicable*): For 501(c)3 agency's, a copy of the applicant's governing Board Resolution authorizing the submission of the proposal with evidence of 501(c) (3), including Employer ID Number, must be submitted as an attachment. If the Resolution is not available, a letter stating the date it will be available must be attached.

The county may request additional information the county determines is necessary for an accurate determination of the applicant's qualifications to perform services.

**E. Rate Schedule**

Complete and attach the rate questionnaire (Attachment 3) which will provide a breakout of your rate for specific services to be provided.

**III. EVALUATION CRITERIA**

The contract, if awarded, will be awarded to the Applicant(s) whose proposal is/are considered the *best value* to the County as interpreted by the County. Best value will be determined based on the following evaluation criteria and point value:

///

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Ability to provide the service	50
Availability of slots for participants	30
Budget and Budget Narrative	10
Ability to bill Medi-Cal	<u>10</u>
<b>Total</b>	<b>100</b>

#### **IV. THE RFP SELECTION PROCESS**

- A. Proposals will be reviewed by a committee for completeness and adherence to RFP instructions. The committee will evaluate and score proposals. They may require interviews during scoring to discuss proposals.
- B. Submissions which are deemed incomplete may be eliminated as not being responsive. Responsiveness means an Applicant who has submitted a proposal that conforms to the solicitation documents in all material aspects.
- C. A "Responsible Contractor/Applicant" shall mean an Applicant who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.
- D. The County reserves the right to award a contract to the applicant(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- E. Upon recommendation from the review committee and approval by the Board of Supervisors or Purchasing Agent, qualified Applicant(s) will be selected to provide services to Yuba County clients upon contract commencement date through June 30, 2020.
- F. Applicant(s) shall agree to and sign a contract with the County; final terms of the contract will be negotiated with the selected Applicant(s) and incorporated in the contract. Contracts awarded will contain at least, but shall not be limited to, the provisions outlined in the sample Agreement for Professional Services posted as an addendum to this RFP on the county website address listed above.
- G. The County will notify all proposers whether or not they are selected for the subject services.
- H. It is the County's preference to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses, and consultants to the extent consistent with the law and interests of the public.



## **V. COUNTY NOTICES**

### **A. County Contact**

Any questions related to this RFP should be directed to the county contact person by email: [HHSD\\_RFPquestions@co.yuba.ca.us](mailto:HHSD_RFPquestions@co.yuba.ca.us)

All communications during this process should be directed to the appropriate county contact listed above. Any applicant that makes any effort to communicate with any elected or appointed officials of Yuba County, either directly or indirectly, during this process will be EXCLUDED from consideration.

### **B. Conflict of Interest**

Any agency or person considering doing business with Yuba County Government must disclose the agency or person's affiliation or relationship that might cause a "Conflict of Interest" with County Government entity. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Submitter's submittal.

### **C. General Notices**

All applicants responding to this RFP should note the following:

1. Yuba County reserves the right to:
  - Reject any or all submittals
  - Request clarification of any submitted information
  - Waive any informalities or irregularities in any qualification statement
  - Not enter into any agreement
  - Not to select any applicant
  - Cancel this process at any time
  - Amend this process at any time
  - Interview applicants prior to award and request additional information
  - Enter into negotiations with one or more applicants
  - Award more than one agreement if it is in the best interest of the county
  - Issue similar RFPs or RFQs in the future.
2. Addenda posting and notifications must be done at least 72 hours before the RFP closing. All addenda information can be found at:  
<http://www.co.yuba.ca.us/Departments/admin%20Services/purchasing%20so%20licitations.aspx>
3. Any and all costs arising from this RFP process incurred by any applicant shall be borne by the applicant without reimbursement by Yuba County.
4. Acceptance by Yuba County of any proposal submitted pursuant to this RFP shall not be deemed to constitute intent, implied or otherwise, to enter into an Agreement for Services.

5. County will verify applicant, its principal and any named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at [www.sam.gov](http://www.sam.gov).

## **VI. PROTESTS AND/OR APPEALS**

Protests or Appeals with respect to the solicitation or award of the RFP will be required to follow current requirements of the California Department of Social Services Management and Office Procedures (Chapter 23-600) regarding purchase of service as well as the Yuba County Purchasing and Contract Policy Manual which states in part:

### **9.0 Protest and Appeals**

*Any actual or prospective bidder, offer or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services. The protest shall be submitted in writing within five (5) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto.*

### **9.1 Response to Protest and Appeals**

*The Director of Administrative Services shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:*

- (a) State the reason for the action taken;*
- (b) Inform the protestants' that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after mailing of the decision by the Director of Administrative Services.*

The written protest must be delivered no later than **May 30, 2017**, to:

**Doug McCoy, Director**  
Administrative Services  
915 8<sup>th</sup> St. Suite 119  
Marysville, California 95901

***RFP Application Submission Checklist***

- ☐ Attachment 1 – Application
- ☐ Attachment 2 – Provider Program Questionnaire (electronic version available upon request)
- ☐ Attachment 3 – Provider Rate Questionnaire
- ☐ Narrative Responses from Pages 7 of the RFP
- ☐ Proof of Insurance Coverage (#7 from Qualifications Section)
- ☐ Board Resolution (*if applicable*) (#7 from Qualifications Section)

Please return all documents to:

Doris Robertson  
Finance and Administration  
Yuba County Health & Human Services Department  
5730 Packard Avenue, Suite 100  
Marysville, CA 95901

**no later than 4:00 p.m. on May 15, 2017.**

APPLICATION

<i>(County Use Only)</i>	
<b>RFP Application #:</b> _____	<b>Date &amp; Time received:</b> _____ / _____

**Yuba County Health and Human Services  
Transitional Housing Placement Plus Program  
(THP-Plus)**

**Agency Name:**  
**Mailing**  
**Address:**

**Date:**

**E-Mail Address:**

**Contact Person:**

**Phone:**

**Authorization to Submit this Proposal:** *Non-profit agencies must submit a Board Resolution authorizing submission of this proposal with evidence of 501(c)(3) status, including EIN number as attachments. If the Resolution is not available, a letter stating the date it will be available must be attached.*

**Certification:** *I certify that all statements in the proposal and attachments are in all respects true and correct. Failure to provide true and correct statements and information shall entitle the county to pursue any remedy authorized by law, which shall include the right, at the option of the county, of declaring any contract made as a result thereof to be void.*

*In addition, by submission of a proposal, Applicant attests to having possession of a duly issued valid license issued by the State of California. Such license authorizes Applicant to contract to perform type of work required by the specifications. Should the Applicant fail to provide the number and classification of Applicant's State of California License and/or Certification, the County may reject your Proposal.*

**Authorized Agency Official:**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Signature**

➤ **Attachment 2 – Provider Program Questionnaire**

***Please complete the following.***

Name: \_\_\_\_\_ License #  
and Type: \_\_\_\_\_

1. Does your agency have experience providing the type of services requested in this RFP? If so, indicate the number of years providing this service and the agencies you provided these services to.

- 
2. Please describe your agencies' employment criteria and the experience required for any potential employee who will be working with this population. Please include details on any limitations on potential employees including any prior drug and alcohol history.

- 
3. Please describe your agencies training program to educate employees about characteristics of persons in this population placed in long-term care settings. Is the training program designed to ensure that employees can adequately supervise and counsel participants and provide them with training in independent living skills? If yes, please provide details.

- 
4. Please provide number of placements and a detailed plan for monitoring the participants under your care.

- 
5. Please provide a sample of the contract to be used between the participant and your agency that specifies the requirements for each party and that both parties agree to those requirements.

- 
6. Please describe the methodology used by your agency to determine the allowance each participant will be provided that is sufficient for the purchase of food and other necessities.

- 
7. Please describe your agencies system for payment of utilities, telephone and rent.
-

8. Does your agency include the principles of the Child Welfare League Initiative, Positive Youth Development, in your program models to assist the participant in pursuing the goals identified in the TILP?
-

➤ Attachment 3 – Provider Rate Questionnaire

***Please complete the following:***

**THP-Plus Estimated Cost per Month per Participant**

**BUDGET:**

Personnel Expenses		Monthly Cost (per THP-Plus Participant)
	Housing Specialist/Property Manager	
	Social Worker and Social Worker Supervision	
	Payroll Taxes & Benefits	
	Subtotal	
<b>Program Expenses</b>		
	Rental Subsidy	
	Savings/Emancipation Fund Deposit	
	Grocery, cleaning Supplies, etc.	
	Utility Assistance	
	Transportation Assistance	
	Other Program Expenses (i.e. Personal Necessities; Clothing; Recreation; Laundry etc.)	
	Subtotal	
<b>Indirect Expenses</b>	Indirect Costs* ( _____ % of total cost for staff and benefits)	
<b>Total Budget (Rate)</b>		<b>\$2,750.00</b>

\* Indirect costs may include program-related operating expenses, such as evaluation expense, financial audits, office supplies, office rental, insurance, professional development for staff members, Office utilities and program management. **Not to exceed 15% of total personnel expenses.**

The rate for Yuba County THP-Plus participants may not exceed \$2,750.00.

# *The County of Yuba*

**County Administrator**

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**TO:** Board of Supervisors

**FROM:** Emergency Operations Manager, Scott Bryan

**SUBJECT:** Office of Emergency Services: Approve Local Emergency Proclamation Due To Historic Rainfall

**DATE:** 04/25/2017

**NUMBER:** 137/2017

*Recommendation:*

The Board of Supervisors adopt a resolution proclaiming the existence of an ongoing local emergency due to historic rainfall in the County of Yuba.

*Background :*

The County of Yuba has been affected by the existence of extreme peril to the safety of persons and property within the county caused by historic rainfall, which began on February 1, 2017, and the inundation of floodwaters. The State of California has seen historic precipitation causing damage to public and private property, for which damages cannot yet be calculated and local resources in Yuba County are faced with conditions that exceed their functional capabilities.

*Discussion:*

On February 22, 2017, the Yuba Director of Emergency services did proclaim the existence of a local emergency due to historic rainfall and floodwaters pursuant to county ordinance 4.20.

*Fiscal Impact:*

Fiscal impact is unknown at this time due to the ongoing efforts to calculate the full extent of damages.

*Attachments:* 137/2017: Historic Rainfall Resolution



**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA**

**RESOLUTION:**

<b>THE BOARD OF SUPERVISORS</b>	)	
<b>ADOPT A RESOLUTION</b>	)	
<b>PROCLAIMING THE EXISTENCE OF</b>	)	
<b>AN ONGOING LOCAL EMERGENCY</b>	)	
<b>DUE TO HISTORIC RAINFALL IN THE</b>	)	
<b>COUNTY OF YUBA.</b>	)	<b>RESOLUTION NO. _____</b>

**WHEREAS,** County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

**WHEREAS,** conditions of extreme peril to the safety and property of residents have arisen in Yuba County, caused by historic rainfall, which began on February 1, 2017, and the inundation of flood waters; and

**WHEREAS,** The State of California has seen historic precipitation causing damage to public and private property, for which damages cannot yet be calculated; and

**WHEREAS**, local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

**WHEREAS**, on February 22, 2017 the Yuba County Director of Emergency Services did proclaim the existence of a local emergency due to historic rainfall and flood waters pursuant to county ordinance 4.20; and

**WHEREAS**, on February 28, 2017 the County of Yuba Board of Supervisors ratified the existence of an ongoing local emergency due to historic rainfall and flood waters; and

**WHEREAS**, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of an ongoing local emergency due to historic rainfall and flood waters; and

**WHEREAS**, this proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per *Govt. Code Section 8630(d)*, *this* proclamation of emergency shall be terminated as soon as reasonably possible.

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**NOW, THEREFORE, IT IS HEREBY PROCLAIMED**, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:       DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
APPROVE AS TO FORM:  
COUNTY COUNSEL



# *The County of Yuba*

**County Administrator**

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**TO:** Board of Supervisors

**FROM:** Emergency Operations Manager, Scott Bryan

**SUBJECT:** Office of Emergency Services: Approve resolution proclaiming an ongoing local emergency due to the Oroville Dam Event

**DATE:** 04/25/2017

**NUMBER:** 139/2017

*Recommendation:*

The Board of Supervisors adopt a resolution proclaiming the existence of an ongoing local emergency due to the Oroville Dam Event.

*Background:*

The County of Yuba has been affected by the existence of extreme peril to the safety of persons and property within the county caused by historic precipitation, Lake Oroville in Butte County reached capacity and the main spillway at the Oroville Dam suffered significant damage that necessitated using the emergency spillway. The series of events resulted in necessary evacuations for majority of the residents in Yuba County, damage to private and public property, for which damages and fiscal impact cannot yet be calculated and resources in Yuba County are faced with conditions that exceed their functional capabilities.

*Discussion:*

On February 14, 2017, the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to the Oroville Spillway event.

*Fiscal Impact:*

Fiscal impact is unknown at this time due to the ongoing efforts to calculate the full extent of damages.

*Attachments:* 139/2017: Oroville Dam Event Resolution

**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA**

**RESOLUTION:**

<b>THE BOARD OF SUPERVISORS</b>	)	
<b>ADOPT A RESOLUTION</b>	)	
<b>PROCLAIMING THE EXISTENCE OF</b>	)	
<b>AN ONGOING LOCAL EMERGENCY</b>	)	
<b>DUE TO THE OROVILLE DAM EVENT</b>	)	
	)	<b>RESOLUTION NO. _____</b>

**WHEREAS**, in January and February of 2017 historic precipitation inundated the Yuba, Sutter and Butte County areas, including lakes, rivers, and streams therein; and

**WHEREAS**, on February 12, 2017 as a result of this historic precipitation, Lake Oroville in Butte County reached capacity and the main spillway at the Oroville dam suffered significant damage that necessitated using the emergency spillway; and

**WHEREAS**, thereafter emergency officials determined that the emergency spillway at Lake Oroville dam was at risk of failing, potentially causing widespread flooding throughout the County of Yuba; and

**WHEREAS**, mandatory evacuations were then ordered for the majority of the residents of Yuba County; and

**WHEREAS**, extreme peril to the safety and property has arisen in Yuba County, caused by the damage to the spillways at the Oroville dam and potential flooding within the County;

**WHEREAS**, local resources in Yuba County are faced with conditions that exceed their functional capabilities; and

**WHEREAS**, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Yuba; and

**WHEREAS**, on February 12, 2017 the Governor of the State of California issued a Proclamation of a State of Emergency, which included Yuba County; and

**WHEREAS**, on February 13, 2017 the County Administrative Officer issued a Proclamation of a Countywide Local Emergency due to the Oroville Dam Event pursuant to Yuba County Ordinance code section 4.20 et seq; and

**WHEREAS**, on March 7, 2017 the Board of Supervisors ratified through resolution the existence of a local emergency due to the Oroville Dam event; and

**WHEREAS**, pursuant to section 8630 of the California Government Code, the Board of Supervisors must review, at least every 30 days, the need for the continuance of the local emergency; and

**NOW, THEREFORE IT BE SOLVED**, that the Board of Supervisors hereby Proclaims the existence of an on-going emergency in the County of Yuba; and

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**BE IT FURTHER RESOLVED** that the Board of Supervisors shall review, at least every 30 days, until such emergency is terminated, the need for the continuing said emergency and the governing body shall proclaim the termination of the local emergency at the earliest possible date.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:        DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVE AS TO FORM:  
COUNTY COUNSEL

\_\_\_\_\_  


# *The County of Yuba*

County Administrator

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**TO:** Board of Supervisors

**FROM:** Emergency Operations Manager, Scott Bryan

**SUBJECT:** Office of Emergency Services: Approve resolution proclaiming an ongoing local emergency due to tree mortality

**DATE:** 04/25/2017

**NUMBER:** 140/2017

*Recommendation:*

The Board of Supervisors adopts a resolution proclaiming the existence of an on-going local emergency in the County of Yuba due to tree mortality.

*Background:*

On January 17, 2014, Governor Edmund G Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014, the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba.

The current drought has put tremendous stress on trees resulting in widespread mortality throughout the State. The County of Yuba is not immune to the loss of trees due to the on-going drought as thousands of dead and dying trees line our landscape. On October 30, 2015 Governor Edmund G Brown Jr. declared a Statewide Tree Mortality Emergency which included California Disaster Assistance Act (CDAA) funding to mitigate the most severely affected counties. On December 13, 2016 the Yuba County Board of Supervisors proclaimed a local emergency in the County due to tree mortality.

*Discussion:*

There are currently 10 counties designated as "Priority Counties", which include two contiguous counties to Yuba, in Nevada and Placer. Although Yuba County's tree mortality emergency has yet to reach the severity of Nevada and Placer Counties, significant tree mortality exists in Yuba County, which requires mitigation efforts to remove hazard trees threatening public infrastructure and safety.

*Fiscal Impact:*

If approved, CDAA funding will reimburse 75% of eligible costs for removing hazardous trees with a 25% cost share.

*Attachments*

140/2017 Tree Mortality



**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA**

**RESOLUTION:**

<b>THE BOARD OF SUPERVISORS</b>	)	
<b>ADOPT A RESOLUTION</b>	)	
<b>PROCLAIMING THE EXISTENCE OF</b>	)	
<b>AN ONGOING LOCAL EMERGENCY</b>	)	
<b>DUE TO TREE MORTALITY IN THE</b>	)	
<b>COUNTY OF YUBA.</b>	)	<b>RESOLUTION NO. _____</b>

**WHEREAS**, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

**WHEREAS**, extreme peril to the safety and property have arisen in Yuba County, caused by the widespread and rapidly increasing incidence of tree mortality; and

**WHEREAS**, unprecedented tree mortality is causing damage to the watershed and emergency egress, and to County and other public and district facilities including, but not limited to roads and structures, for which damages cannot yet be calculated; and

**WHEREAS**, local resources in Yuba County are faced with a disaster that exceeds their functional capabilities; and

**WHEREAS**, data collected by state and federal agencies demonstrate that tree mortality has reached epidemic levels across the entire western slope of the Sierra Nevada range which includes Yuba County; and

**WHEREAS**, it is imperative that Yuba County implement full scale, immediate and aggressive measures to isolate and fell dead or dying trees resulting from extreme and prolonged drought in order to begin to reduce the risks to public safety and property; and

**WHEREAS**, Governor Edmund G. Brown Jr., has proclaimed a State of Emergency for all of California due to tree mortality and has ordered that state agencies, utilities, and local governments to undertake efforts to remove dead or dying trees in order to restore forest and watershed health; and

**WHEREAS**, on December 16, 2016 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to tree mortality; and

**WHEREAS**, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of An ongoing local emergency due to tree mortality; and

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED,** that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:        DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVE AS TO FORM:  
COUNTY COUNSEL

\_\_\_\_\_  


# *The County of Yuba*

## **County Administrator**

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**TO:** Board of Supervisors

**FROM:** Emergency Operations Manager, Scott Bryan

**SUBJECT:** Adopt resolution proclaiming an ongoing local emergency due to Floodwaters.

**DATE:** 04/25/2017

**NUMBER:** 141/2017

### *Recommendation*

The Board of Supervisors adopts a resolution proclaiming the existence of an on-going local emergency in the County of Yuba due to floodwaters.

### *Background*

Due to historic precipitation and snowmelt beginning on approximately January 7, already full tributaries and reservoirs swelled causing widespread flooding within the Levee Systems along the Yuba and Feather Rivers on January 9, 2017.

### *Discussion*

The flooding which occurred along the Yuba and Feather Rivers of the County, required the evacuation of persons from their homes and businesses, emergency response by law enforcement, fire services and emergency services personnel and caused damage to public and private property. Due to ongoing flood water inundation the damages cannot yet be calculated. Therefore it is recommended that your Board proclamation a local emergency until the end of the incident period per (*Govt. Code Section 8630 (c)*). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per (*Govt. Code Section 8630(d)*) this proclamation of emergency shall be terminated as soon as reasonably possible.

### *Fiscal Impact:*

There is an unknown impact to the general fund as of this date.

*Attachments*

141/2017: Floodwaters resolution

**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA**

**RESOLUTION:**

<b>THE BOARD OF SUPERVISORS</b>	)	
<b>ADOPT A RESOLUTION</b>	)	
<b>PROCLAIMING THE EXISTENCE OF</b>	)	
<b>AN ONGOING LOCAL EMERGENCY</b>	)	
<b>DUE TO FLOOD WATERS IN THE</b>	)	
<b>COUNTY OF YUBA.</b>	)	<b>RESOLUTION NO. _____</b>

**WHEREAS,** County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

**WHEREAS,** extreme peril to the safety and property have arisen in Yuba County, caused by the inundation of flood waters; and

**WHEREAS,** Northern California has seen historical precipitation causing damage to public and private property, for which damages cannot yet be calculated; and

**WHEREAS**, local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

**WHEREAS**, on January 10, 2017 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to flood waters; and

**WHEREAS**, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of an ongoing local emergency due to flood waters from historical precipitation; and

**WHEREAS**, this proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per *Govt. Code Section 8630(d)*, this proclamation of emergency shall be terminated as soon as reasonably possible.

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**NOW, THEREFORE, IT IS HEREBY PROCLAIMED,** that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair

ATTEST:        DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVE AS TO FORM:  
COUNTY COUNSEL

\_\_\_\_\_  




# *The County of Yuba*

## **Sheriff-Coroner**

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**TO:** Board of Supervisors

**FROM:** Steven L. Durfor, Sheriff-Coroner

**SUBJECT:** Approve and sign the cooperative law enforcement agreement with the U.S. Department of Agriculture, Forest Service Tahoe and Plumas National Forests

**DATE:** April 25, 2017

**NUMBER:** 159/2017

### **Recommendation:**

Approve the cooperative law enforcement agreement with the U.S. Forest Service to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on National Forest Service lands and provide for reimbursement to the Sheriff's Department for the intensified portion of this effort, and authorize Chair to sign.

### **Background:**

This is a five (5) year agreement, which has been in effect for many years, and requires Board of Supervisor's approval. The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated, and that the enforcement of the State and local law is related to the administration and regulation of NSF lands and that the Sheriff's Department has a limited amount of financing to meet the department's responsibility of enforcing these laws.

### **Discussion:**

The Sheriff will provide reimbursable law enforcement services to the Tahoe National Forests under separate agreements hereby known as Annual Financial and Operating Plans. The Sheriff has adequate resources to provide the services in the same manner as provided in past years.

### **Committee Action:**

Due to the routine nature of the request, this item was placed directly on the Board of Supervisor's agenda.

### **Fiscal Impact:**

None. The agreements will allow the parties to enter into Annual Financial and Operating Plans to provide reimbursement from the U.S. Forest Service for law enforcement services rendered, creating additional revenue for the Sheriff's Department.

### **Attachments:**

159/2017 Cooperative Law Enforcement Agreement between Yuba Co Sheriff's Dept and USDA

FS Agreement No. 17-LE-11051360-021

Cooperator Agreement No. \_\_\_\_\_

**COOPERATIVE LAW ENFORCEMENT AGREEMENT**  
**Between The**  
**YUBA COUNTY SHERIFF'S DEPARTMENT**  
**And The**  
**USDA, FOREST SERVICE**  
**TAHOE AND PLUMAS NATIONAL FORESTS**

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Yuba County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Tahoe and Plumas National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Yuba County/TNF & PNF Cooperative Law Enforcement Agreement

**I. PURPOSE:**

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

**II. THE COOPERATOR SHALL:**

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A and Exhibit B.  
*See related Provision IV-E.*
- B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.



- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).

**III. THE U.S. FOREST SERVICE SHALL:**

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

**Submit original invoice(s) for  
payment to:**

USDA, Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894  
E-Mail: asc\_ga@fs.fed.us

**Send copy to:**

Melissa Ewing  
U.S. Forest Service  
Tahoe National Forest  
631 Coyote Street  
Nevada City, CA 95959  
Phone: (530) 478-6166  
E-Mail: melissaewing@fs.fed.us

**IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:**

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Steve Durfor Sheriff, Yuba County Yuba County Sheriff's Office 215 5 <sup>th</sup> Street – Suite 150 Marysville, CA 95901 Phone: (530) 749-7779	Dawn Wells Yuba County Sheriff's Office 215 5 <sup>th</sup> Street – Suite 150 Marysville, CA 95901 Phone: (530) 749-7732 Email: dwells@co.yuba.ca.us



**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Joseph M. Cook Patrol Captain 631 Coyote Street Nevada City, CA 95959 Phone: (530) 478-6148 Fax: (530) 478-6179 Email: <a href="mailto:jcook02@fs.fed.us">jcook02@fs.fed.us</a>	Melissa Ewing Tahoe National Forest – LE&I 631 Coyote Street Nevada City, CA 95959 Phone: (530) 478-6166 Fax: (530) 478-6179 Email: <a href="mailto:melissaewing@fs.fed.us">melissaewing@fs.fed.us</a>
	<b>U.S. Forest Service Grants and Agreement Contact</b>
	Geraldine C. Bordash (Gerri) Grants Management Specialist Pacific Southwest Region 1323 Club Drive Vallejo, CA 94592-1110 Phone: (707) 562-8782 FAX: (707) 562-9144 E-Mail: <a href="mailto:gbordash@fs.fed.us">gbordash@fs.fed.us</a>

- C. An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.
- D. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
  2. Specific beginning and ending dates.
  3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.



4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
  5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
  6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
  7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
  8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. The Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.
- K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased,



equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
  - 1. Making an administrative offset against other requests for reimbursements.
  - 2. Withholding advance payments otherwise due to the Cooperator.



3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
  - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
  - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
    - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and





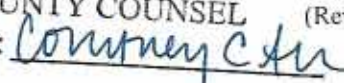
(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- S. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If the Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.
- T. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- U. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- V. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- W. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through September 30, 2022.
- X. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

  
STEVE DURFOR, Sheriff  
Yuba County

  
Date

APPROVED AS TO FORM  
ANGIL P. MORRIS-JONES

COUNTY COUNSEL (Rev. 9-15)  
BY: 



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Yuba County Board of Supervisor

Date

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DANIEL LOVATO, Forest Supervisor  
U.S. Forest Service, Plumas National Forest

Date

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ELI ILANO, Forest Supervisor  
U.S. Forest Service, Tahoe National Forest

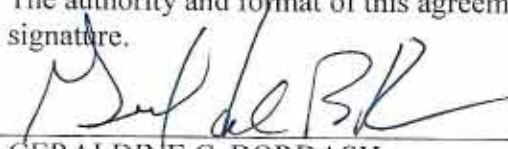
Date

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DON HOANG, Special Agent in Charge  
U.S. Forest Service, Pacific Southwest Region

Date

The authority and format of this agreement have been reviewed and approved for signature.

  
GERALDINE C. BORDASH  
Grants Management Specialist  
U.S. Forest Service, Pacific Southwest Region

01/09/2017  
Date

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex,



gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.



USDA  
Forest Service

LAW ENFORCEMENT ACTIVITY  
REPORT

(Ref. FSM 5300)

Agreement Number

17-LE-11051360-021

Initial ☐

Follow Up ☐

1. Cooperator (Department Name):

Yuba County Sheriff's Dept.

2. National Forest:

Tahoe and Plumas

3. Record (1)

4. Action Code (2)  
(FS Use Only) U-Update

5. Unit Identification (3-11)

6. Date (12-5)

Region

Forest

State

County

Month

Year

05

17

CA

Yuba

7. Patrol Units (16-18)

8. Search and Rescue Missions

Hours (19-22)

No. (23-24)

9. Property Stolen (25-30)  
Dollars

10. Property Recovered (31-36)  
Dollars

11. Controlled Substances Seized (37-45)  
Dollars (Street Value)

12. Record (1)

13. Number of Crimes Occurring on National Forest System Lands

13a.  
Item #  
(16-17)

13b.  
Type of Crime

13c.  
Coop. Agreement  
Reimbursed Activity  
(18-20)

13d.  
Non-Coop  
Agreement  
Activities  
(21-23)

PART I - FBI UNIFORM CRIME REPORTING

01	Criminal Homicide
02	Forcible Rape
03	Robbery
04	Aggravated Assault
05	Burglary - Breaking or Entering
06	Larceny - Theft (Except Motor Vehicle)
07	Motor Vehicle - Theft
08	Arson

PART II - FBI UNIFORM CRIME REPORTING

09	Other Assaults (simple)
10	Stolen Property by Buying, Receiving, Possessing
11	Vandalism
12	Weapons - Carry, Possessing
13	Narcotic Drug Law
14	Driving Under the Influence
15	Liquor Laws
16	Drunkenness
17	Disorderly Conduct
18	All Other Offenses

PART III - COOPERATOR ASSISTS

19	Assists to Forest Service Officers
20	Assists to Public

Remarks:

NOTE: This document is for OFFICIAL USE ONLY. It and its contents are not to be distributed outside your agency, nor duplicated, without prior approval of the USDA, Forest Service, Law Enforcement and Investigations.

Law Enforcement Billing Summary  
PATROL

USDA Forest Service, Tahoe and Plumas NF	County: YUBA
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Law Enforcement Billing Summary	Month:	Year:
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Check appropriate block: <input checked="" type="checkbox"/> X Coop Patrol <input type="checkbox"/> Controlled Substance Operations
---

A. Total Patrol/Labor Hours:	
B. Rate per Hour:	\$
C. Total Salary Reimbursement: (subtotal 1)	\$
D. Other Allowable Reimbursements: (mileage, dispatch, court, clerical, equipment, etc.)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
E. Total of D1 - D4 (subtotal 2)	\$
F. Total Invoice Reimbursement:	\$
G. Total Reimbursement for Maximum Op Plan Amt:	\$

Certification Statement

County Sheriff		USFS Patrol Captain	
I certify the above billing/invoice is accurate and complete.		I certify services have been received as stated.	
Sheriff	Date	USFS Patrol Captain	Date



Law Enforcement Billing Summary  
Drug

USDA Forest Service, Tahoe & Plumas NF	County: YUBA
--	--------------

Law Enforcement Billing Summary	Month:	Year:
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Check appropriate block: _____ Coop Patrol <input checked="" type="checkbox"/> Controlled Substance Operations
--

A. Total Patrol/Labor Hours:	
B. Rate per Hour:	\$
C. Total Salary Reimbursement: (subtotal 1)	\$
D. Other Allowable Reimbursements: (mileage, dispatch, court, clerical, equipment, etc.)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
E. Total of D1 - D4 (subtotal 2)	\$
F. Total Invoice Reimbursement:	\$
G. Total Reimbursement for Maximum Op Plan Amt:	\$

Certification Statement

County Sheriff		USFS Special Agent	
I certify the above billing/invoice is accurate and complete.		I certify services have been received as stated.	
Sheriff	Date	USFS Special Agent	Date

# *The County of Yuba*

## **Sheriff-Coroner**

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**TO:** Board of Supervisors

**FROM:** Steven L. Durfor, Sheriff-Coroner

**SUBJECT:** Approve and sign the 2017 Operating and Financial Plan between the Yuba County Sheriff's Department and the U.S. Department of Agriculture, Forest Service Tahoe and Plumas National Forests to provide campground patrols on U.S. forestland.

**DATE:** April 25, 2017

**NUMBER:** 160/2017

### **Recommendation:**

Approve the cooperative agreement with the U.S. Forest Service to provide campground patrols on U.S. forestland, and authorize Chair to sign.

### **Background:**

This is an annual agreement, which has been in effect for many years, and requires Board of Supervisor's approval to provide law enforcement services on a reimbursable basis. The Sheriff's Department provides campground patrols in areas of both the Tahoe and Plumas National Forests. The agreements will provide reimbursement in the amount of \$7,000 for campground patrols.

### **Discussion:**

The Sheriff will provide reimbursable law enforcement services to the Tahoe National Forests in accordance with the attached agreements. The Sheriff has adequate resources to provide the services in the same manner as provided in past years.

### **Committee Action:**

Due to the routine nature of the request, this item was placed directly on the Board of Supervisor's agenda.

### **Fiscal Impact:**

None. The agreements provide reimbursement from the U.S. Forest Service for law enforcement services rendered, creating additional revenue for the Sheriff's Department.

### **Attachments:**

160/2017 2017 Operating and Financial Plan to provide campground patrols

FS Agreement No. 17-LE-11051360-021Modification No. Mod 001

Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A****COOPERATIVE LAW ENFORCEMENT ANNUAL PATROL OPERATIONS PLAN &  
FINANCIAL PLAN**

**Between The  
YUBA COUNTY SHERIFF'S DEPARTMENT  
And the  
USDA, FOREST SERVICE  
TAHOE AND PLUMAS NATIONAL FORESTS**

**2017 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Yuba County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Tahoe and Plumas National Forests, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #17-LE-1105-1360-021 executed on \_\_\_\_\_. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2016 and ending September 30, 2017.

Previous Year Carry-over: \$0.00

Current Fiscal Year Obligation: \$7,000

**FY2017 Total Annual Operating Plan: \$7,000.00****I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Steve Durfor Sheriff, Yuba County Yuba County Sheriff's Office 215 5 <sup>th</sup> Street – Suite 150 Marysville, CA, 95901 Telephone: 530.749.7779	Dawn Wells Yuba County Sheriff's Office 215 5 <sup>th</sup> Street – Suite 150 Marysville, CA, 95901 Telephone: 530.749.7732 Email: <a href="mailto:dwells@co.yuba.ca.us">dwells@co.yuba.ca.us</a>





Damon Gil  
Patrol Captain  
Yuba County Sheriff's Office  
215 5<sup>th</sup> Street  
Marysville, CA, 95901  
Telephone: 530.749.7733

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Joseph M. Cook, Patrol Captain 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6148 FAX: 530-478-6179 Email: <a href="mailto:jcook02@fs.fed.us">jcook02@fs.fed.us</a>	Melissa Ewing 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6166 FAX: 530-478-6179 Email: <a href="mailto:melissaewing@fs.fed.us">melissaewing@fs.fed.us</a>
	Geraldine C. Bordash, Grants Management Specialist 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-8782 FAX: 707-562-9144 Email: <a href="mailto:gbordash@fs.fed.us">gbordash@fs.fed.us</a>

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise. The following rates include wages, fringe benefits, and equipment:

Salary (base)	\$35.00 per hour, \$45.00/with mileage
Salary (overtime)	\$52.50 per hour, \$62.50/with mileage
Per diem costs	\$39.00/m&ie + \$65.00/lodging,

**II. PATROL ACTIVITIES:**

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity. The emphasis for patrols should be focused on periods of higher visitor use, typically Fridays, Saturdays and Sundays. Actual work schedules may be negotiated between the designated representatives.



1. Patrol in the following campgrounds, developed sites, or dispersed areas:

Cooperator agrees to make patrols through the campgrounds and areas of concentrated use, including but not limited to the high use areas of Hornswoggle, Schoolhouse, Dark Day, and Oregon Creek. Patrols shall be conducted on a call when needed basis or as scheduled by the designated representative.

When requested by the Forest Service designated representative, and as resources are available, the Cooperator will assist the Forest Service in conducting support activities related to the enforcement and investigation of violations of criminal law as they pertain to the mission of the Forest Service.

**Total reimbursement for this category shall not exceed the amount of: \$7,000.00**

- B. Cooperator personnel assigned to duties in Section II must be regular employees of the Yuba County Sheriff's Office with at least POST certification to operate in a solo-officer capacity. The Cooperator's assigned personnel will utilize the County's standard equipment and vehicle, or perform foot patrol, and will be in standard uniform at all times, unless otherwise requested by the Forest Service.

The assigned Deputy will possess a Forest Service radio and maintain communications with Grass Valley ECC Dispatch, including going in and out of service, at all times during the patrols.

Duties for that day or time period will be entirely Forest Service oriented and patrol the areas at the request of the Forest Service designated representative. The assigned Deputy should not generally be available for routine calls for service other than those at the request of the Forest Service. Since the billable period is an hour, any calls off National Forest land that result in absence for an hour or more, will be documented and will not be billable. Patrols should be conducted with a designated Forest Officer accompanying the Deputy, as available.

For each patrol shift, the Deputy will complete and turn in a Daily Field Activity Report (DFAR, FS 5300-26, attached). The Sheriff's Deputy will complete the report after each activity and give to the Forest Service designated representative bi weekly.

The Cooperator will complete and submit to the U.S. Forest Service the Forest Service Cooperative Law Enforcement Activity Report (FS 5300-5, attached) identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled by the cooperator during regular duties. Both report forms are attached to this Exhibit and/or the Cooperative Agreement. Each Forest Service designated representative will also provide the forms as needed.



The Cooperator may not be reimbursed for the services of personnel who are employed by the Forest Service in a law enforcement capacity and are also Reserve Officers of the Cooperator.

### III. EQUIPMENT AND SUPPLIES:

*See Cooperative Law Enforcement Agreement Provision IV-I, IV-K, IV-L and IV-M for additional information.*

The Forest Service will loan those surplus items that will further the cooperative effort. These items are property, but in most cases will be expendable. The items will be tracked and accounted for by the Tahoe National Forest Patrol Captain. Items will be returned to the Forest Service when no longer needed and will report the damage or destruction of such property when applicable or no longer serviceable.

If any of these surplus items have original high value, serial numbers, sensitivity in storage, security or use, they will be loaned and accounted for on an amendment to this operating plan.

If the equipment is abused or neglected, as determined by the Forest Service, the Cooperator may be billed for the repairs or replacement of like equipment.

### IV. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be



compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

#### **V. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

For services requested in items I, II and agreed to under II and IV, reimbursement will be based upon itemized bills furnished monthly, along with certification that the services have been performed. Final billings for reimbursement must be received by the Forest Service before October 31, 2017.

- a. Mail copies of itemized billing statements and patrol logs to:

Melissa Ewing  
Law Enforcement & Investigations  
631 Coyote Street  
Nevada City, CA 95959

- b. The Albuquerque Service Center (ASC) is the payment center for all payments. Do not send backup documents to the ASC. Send only the hard copy invoice & Law Enforcement Billing Summary to the ASC via any of the following three options:

1. US Forest Service  
Albuquerque Service Center  
Payment – Grants and Agreements  
101 B Sun Ave NE  
Albuquerque, NM 87109

2. Or FAX to : 877.687.4894 – Attn: Payments, Grants and Agreements



3. Or e-mail scanned invoice to: [asc\\_ga@fs.fed.us](mailto:asc_ga@fs.fed.us)

**NOTE: Annually update the System for Award Management (SAM) of the County Sheriff's DUNS# on the SAM website at [www.sam.gov](http://www.sam.gov) for the verification of the Electronic Funds Transfer (EFT) banking information.**

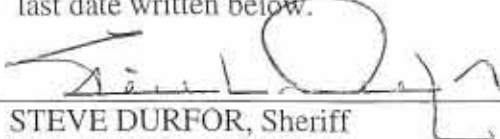
- A. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$7,000.00	
Training	\$0.00	
Equipment and Supplies	\$0.00	
<b>Total</b>	<b>\$7,000.00</b>	

- B. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*



In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

  
STEVE DURFOR, Sheriff  
Yuba County

03/28/17

Date

\_\_\_\_\_  
Chairman  
Yuba County Board of Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
ELI ILANO, Forest Supervisor  
U.S. Forest Service, Tahoe National Forest

\_\_\_\_\_  
Date

\_\_\_\_\_  
EARL W. FORD, Forest Supervisor  
U.S. Forest Service, Plumas National Forest

\_\_\_\_\_  
Date

\_\_\_\_\_  
DON HOANG, Special Agent in Charge  
U.S. Forest Service, Pacific Southwest Region

\_\_\_\_\_  
Date

The authority and format of this agreement have been reviewed and approved for signature.

  
GERALDINE C. BORDASH,  
Grants Management Specialist  
U.S. Forest Service, Pacific Southwest Region

03/04/2017

Date

Burden Statement

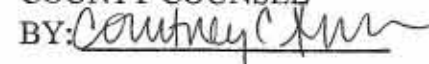
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APPROVED AS TO FORM  
ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 

Law Enforcement Billing Summary  
PATROL

USDA Forest Service, Tahoe and Plumas NF	County: YUBA
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Law Enforcement Billing Summary	Month:	Year:
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Check appropriate block: <input checked="" type="checkbox"/> X    Coop Patrol <input type="checkbox"/> Controlled Substance Operations
--

A. Total Patrol/Labor Hours:	
B. Rate per Hour:	\$
C. Total Salary Reimbursement: (subtotal 1)	\$
D. Other Allowable Reimbursements: (mileage, dispatch, court, clerical, equipment, etc.)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
E. Total of D1 - D4 (subtotal 2)	\$
F. Total Invoice Reimbursement:	\$
G. Total Reimbursement for Maximum Op Plan Amt:	\$

Certification Statement

County Sheriff		USFS Patrol Captain	
I certify the above billing/invoice is accurate and complete.		I certify services have been received as stated.	
Sheriff	Date	USFS Patrol Captain	Date





USDA  
Forest Service

LAW ENFORCEMENT ACTIVITY  
REPORT

(Ref. FSM 5300)

Agreement Number

17-LE-11051360-021

Initial ☐

Follow Up ☐

1. Cooperator (Department Name);

Yuba County Sheriff's Dept.

2. National Forest:

Tahoe and Plumas

3. Record (1)

4. Action Code (2)

(FS Use Only) U-Update

5. Unit Identification (3-11)

6. Date (12-5)

Region

Forest

State

County

Month

Year

05

17

CA

Yuba

7. Patrol Units (16-18)

8. Search and Rescue Missions

Hours (19-22)

No. (23-24)

9. Property Stolen (25-30)

Dollars

10. Property Recovered (31-36)

Dollars

11. Controlled Substances Seized (37-45)

Dollars (Street Value)

12. Record (1)

13. Number of Crimes Occurring on National Forest System Lands

13a.  
Item #  
(16-17)

13b.  
Type of Crime

13c.  
Coop Agreement  
Reimbursed Activity  
(18-20)

13d.  
Non-Coop  
Agreement  
Activities  
(21-23)

PART I - FBI UNIFORM CRIME REPORTING

01	Criminal Homicide
02	Forcible Rape
03	Robbery
04	Aggravated Assault
05	Burglary - Breaking or Entering
06	Larceny - Theft (Except Motor Vehicle)
07	Motor Vehicle - Theft
08	Arson

PART II - FBI UNIFORM CRIME REPORTING

09	Other Assaults (simple)
10	Stolen Property by Buying, Receiving, Possessing
11	Vandalism
12	Weapons - Carry, Possessing
13	Narcotic Drug Law
14	Driving Under the Influence
15	Liquor Laws
16	Drunkenness
17	Disorderly Conduct
18	All Other Offenses

PART III - COOPERATOR ASSISTS

19	Assists to Forest Service Officers
20	Assists to Public

Remarks:

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# *The County of Yuba*

## **Sheriff-Coroner**

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**TO:** Board of Supervisors

**FROM:** Steven L. Durfor, Sheriff-Coroner

**SUBJECT:** Approve the Joinder Agreement with Multiplan, Inc. (MPI) for services provided through CorrectCare-Integrated Health, Inc. (CCIH) for the Yuba County Jail and authorize Chair to execute.

**DATE:** April 25, 2017

**NUMBER:** 162/2017

### **Recommendation:**

Approve the Joinder Agreement with Multiplan, Inc.(MPI) for claims administration services provided through CorrectCare-Integrated Health, Inc. (CCIH) to the Yuba County Jail, and authorize the Chair to execute agreement.

### **Background:**

On October 25, 2016 the Board approved and executed a Third Party Administration Agreement with CCIH to provide claims management services to the Yuba County Jail. They work to control costs through claims adjudication, utilization management and access to discounts through their provider networks. They evaluate claims based on the guidelines set forth by the Centers for Medicare and Medicaid Services (CMS) as well as other evaluation standards. CCIH has entered into a service agreement with MPI on behalf of Yuba County Jail for access to certain of its health care provider networks. MPI also requires an executed joinder agreement with Yuba County in order for CCIH to access their health care provider networks on behalf of the Yuba County Jail.

### **Discussion:**

The goal of this agreement is to be able to further reduce the cost of billed charges for off-site inmate medical services by providing access to MPI's health care provider networks.

### **Committee Action:**

Due to time constraints and since the Third Party Administration Agreement has previously been executed by the Board, this item was placed directly on the Board of Supervisor's agenda.

**Fiscal Impact:**

No fiscal impact to the General Fund. The cost of Claims Administration is expected to be fully covered by the reduction of costs of billed charges for off-site inmate medical services, which are already budgeted within the approved 2016-17 Jail budget.

**Attachments:**

162/2017 Joinder Agreement with Multiplan, Inc. (MPI)

**EXHIBIT 7**  
**FORM JOINDER AGREEMENT**

**WHEREAS**, Yuba County Sheriff's Office is a User ("User") of CorrectCare Integrated Health, Inc. an MPI Client ("Client");

**WHEREAS**, Client has entered into a services agreement with MPI, on behalf of User for access to certain of its health care provider networks ("Agreement"), copy annexed hereto;

**WHEREAS**, in order for User to receive Services under the Agreement, Client seeks to have User agree to all applicable terms and conditions of the Agreement;

**THEREFORE**, in consideration of the above, and of the promises herein, User agrees as follows:

- A. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- B. User agrees to abide by all applicable terms and other obligations of the Agreement and any amendment thereto, as the Party financially responsible for the payment and administration of all health care claims under the Programs in order to receive access to the Services set forth in the Agreement including, but not limited to, timely payment to Network Providers and non-Network Provider and compliance with the terms of Network Provider Agreements and MPI Negotiation Agreements and DA's. User shall have a right to receive from Client, copies of any executed amendments to the Agreement.
- C. MPI may terminate a User's access to the Services under this Joinder Agreement or to a particular Network Provider upon notice to Client if the User engages in a pattern or practice of non-compliance and if User fails to cure such noncompliance within thirty (30) days after receipt of such written notice (a) of its payment obligations to a Network Provider or (b) with the applicable terms and conditions of the Agreement and this Joinder Agreement.
- D. Jurisdiction and Compliance with Laws. This Joinder Agreement shall be governed by California law. MPI, Client and Users shall comply with all applicable state and federal statutes and regulations relating to this Agreement, including but not limited to the provisions of the State Law Coordinating Provisions Exhibit of the Agreement, if any, requiring Network name or logo on identification cards and other means of Participants' identification, and maintenance of all required licensures in each state in which it conducts business. In addition, Client shall require that all Users maintain all required licensures in each state in which such User conducts business and promptly notify Client in the event of a loss of such licensure. In the event MPI, Client or User incurs the loss of a license required herein, the non-breaching Party may terminate the Agreement for material breach upon notice of the breaching Party's loss of licensure and MPI may immediately exclude a User from the Agreement upon notice of such User's loss of licensure. In the event that Client or Users fail to comply with such applicable laws, Client shall indemnify and hold MPI harmless from any payment, penalty and/or administrative fine associated with Client's or User's non-compliance with such law(s).
- E. User represents and warrants that it is solvent and further represents that during the term of this Joinder Agreement it shall maintain funds sufficient to pay all claims and MPI Fees for which User reasonably can anticipate it will become liable hereunder.
- F. Disputes Between the Parties.
  - 1. In the event of any problems or disputes that may arise under the Agreement related to the payment of a claim by User, or related to the User's utilization management program, such dispute shall be referred directly to the Client for resolution.
  - 2. In the event that Client and MPI cannot resolve a dispute under the Agreement, the Party with such dispute shall provide the other with written notice stating with specificity the nature of the dispute and request for resolution.

3. Upon receipt of such notice, the Parties will promptly assign the appropriate level of management and staff members who will arrange to discuss and seek resolution of the dispute, consistent with the terms of the Agreement and this Amendment.
  4. If the Parties are unable to reach resolution within thirty (30) days from the date of receipt of the notice period, then designees of senior management from each Party will have an additional thirty (30) days to resolve the dispute. This time period may be extended by mutual agreement of the Parties. The Parties, as mutually agreed, may include a mediator in such discussions.
  5. Notwithstanding the foregoing, User may institute legal action as reasonably necessary to preserve any legal right or enforce any legal obligation that may be adversely prejudiced by complying with the above-stated period of dispute resolution.
- G. The rights and obligations of User set forth in this Joinder Agreement shall not be assigned without the prior written consent of MPI. Any other attempt to assign this Agreement or rights or obligations hereunder shall be void.
- H. In the event User breaches any obligations of the Agreement, MPI may terminate such User from accessing the Agreement upon thirty (30) days written notice.
- I. This Joinder Agreement shall be effective as of \_\_\_\_\_.

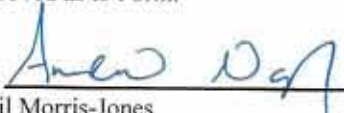
**IN WITNESS HEREOF**, a duly authorized representative of the User has executed this Joinder Agreement.

By: \_\_\_\_\_  
Randy Fletcher  
Yuba County Board of Supervisors, Board Chairman

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
Donna Stottlemeyer, Clerk of the Board

Approved as to Form:

By:  \_\_\_\_\_  
Angil Morris-Jones  
County Counsel

# *The County of Yuba*

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**TO:** Board of Supervisors

**FROM:** Kevin Mallen, CDSA Director

**SUBJECT:** Adopt resolution authorizing the Community Development and Services Agency Director to enter into an agreement with the Yuba Sutter Transit Authority to be a Transit Pass Sales Outlet at the Yuba County Library. (Ten minute estimate)

**DATE:** April 25, 2017

**NUMBER:** 132/2017

## *Recommendation*

Adopt resolution authorizing the Community Development and Services Agency Director to execute documents in order for the County to be a transit pass sales outlet for Yuba Sutter Transit Authority

## *Background/Discussion*

The County was recently approached by Yuba Sutter Transit Authority with a request for the County to be a transit pass sales outlet at the Yuba County Library. What prompted this request was Yuba Sutter Transit being notified by one of their primary sales outlet providers that they were no longer available to provide the service. Sutter County was approached at the same time as Yuba County with a request for their Library to be a sales outlet as well.

Staff has prepared the attached resolution authorizing the Community Development and Services Agency Director to execute documents as needed in order for the County to be a transit pass sales outlet for Yuba Sutter Transit. Also attached is a copy of the sales outlet agreement.

## *Committee Action:*

Due to the short notice given to Yuba Sutter Transit by the previous outlet and the need to have a new location operational quickly, this item is being presented directly to the full Board for consideration.

*Fiscal Impact:*

There will be a 3% commission on sales transactions that occur at the Library. This revenue is estimated to generate \$200-300 per month.

*Attachments*

132/2017 Transit Pass Resolution  
132/2017 Transit Pass Agreement

**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA**

**A RESOLUTION OF THE BOARD OF SUPERVISORS                    ) RESOLUTION NO. \_\_\_\_\_**  
**AUTHORIZING THE COMMUNITY DEVELOPMENT                    )**  
**AND SERVICES DIRECTOR TO EXECUTE DOCUMENTS                )**  
**AS NEEDED IN ORDER FOR THE COUNTY TO BE A                    )**  
**TRANSIT PASS SALES OUTLET FOR YUBA SUTTER                    )**  
**TRANSIT    )**  

---

**WHEREAS,** the County was recently approached by Yuba Sutter Transit Authority to be a transit pass sales outlet; and

**WHEREAS,** Yuba Sutter Transit Authority was recently notified by their current transit pass outlet provider that they were no longer able to provide the service; and

**WHEREAS,** Yuba-Sutter Transit is a joint powers agency formed by Sutter and Yuba Counties and the Cities of Marysville and Yuba City to provide public transit services to the area; and

**WHEREAS,** Yuba Sutter Transit Authority reached out to both Yuba and Sutter County Libraries to request that both Libraries become transit pass sales outlets; and

**WHEREAS,** the sales of transit passes at the Yuba County Library will be in addition to sales at the Yuba Sutter Transit Office and Yuba College Book Store; and

**WHEREAS,** the County is eligible for a 3% commission on the amount of fare products sold on a monthly basis; and

**WHEREAS,** the sales of transit passes at the Yuba County Library will provide a public service in that the public will have increased access to transit passes and it will be beneficial to the operation of the Yuba County Library in both increased usage and revenue.

///

**NOW, THEREFORE, BE IT RESOLVED** that the Yuba County Board of Supervisors hereby finds, based on the foregoing, that transit pass sales on behalf of the Yuba Sutter Transit Authority at the Yuba County Library is acceptable as it accomplishes a public service and the Community Development and Services Agency Director is hereby authorized to enter into agreements and execute documents as needed, subject to County Counsel review, to have the County be a transit pass sales outlet for Yuba Sutter Transit.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the Board of Supervisors of the County of Yuba, by the following votes,

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

By: \_\_\_\_\_  
Chair, Yuba County Board of Supervisors

APPROVED AS TO FORM:

By: \_\_\_\_\_  
ATTEST:  
Clerk of the Board of Supervisors

By: Courtney C. Au  
Yuba County Counsel



## YUBA-SUTTER TRANSIT AUTHORITY SALES OUTLET AGREEMENT

This Sales Outlet Agreement between the YUBA-SUTTER TRANSIT AUTHORITY, hereafter "Yuba-Sutter Transit," and the County of Yuba, hereafter "County," is made and entered into as of \_\_\_\_\_, 20\_\_\_. Yuba-Sutter Transit and County do mutually agree as follows:

### 1. Terms and Conditions

County agrees to procedurally follow all terms and conditions in the Sales Outlet Guide, hereafter "Guide", which is attached hereto and incorporated by reference, for the purpose of selling Yuba-Sutter Transit fare media products including monthly passes, ticket books, ticket sheets and punch cards, hereafter "Products". County furthers agrees to sell Yuba-Sutter Transit products at the Yuba County Library, 303 Second Street, Marysville CA. Yuba-Sutter Transit may amend the Guide from time to time and County agrees to procedurally follow any new or modified terms and conditions if Yuba-Sutter Transit sends or delivers a copy of the revised Guide to County. After County accepts Yuba-Sutter Transit Products, it is the responsibility of County to sell or return unsold merchandise to Yuba-Sutter Transit. County is not responsible for lost or stolen merchandise. County is eligible for a 3% commission. Yuba-Sutter Transit will send County a check for the 3% commission on the paid amount of sales of Yuba-Sutter Transit Products on a monthly basis.

### 2. Independent Contractor

In selling Yuba-Sutter Transit products, County acts as an independent contractor and not as an employee of Yuba-Sutter Transit. In particular, Yuba-Sutter Transit is not responsible for providing workers' compensation insurance or any other protective insurance coverage or employment benefit payable to employees of County that is based upon the relationship of employer and employee. County assumes all responsibility for payment of wages to its employees and for federal and state income tax withholding.

### 3. Termination

Either party may terminate this Sales Outlet Agreement by giving 60 days advance written notice and specifying the effective date of termination. Any notice of termination must be sent to the other party via certified or registered mail addressed as set forth below.

### 4. Authority

The person signing this Agreement on behalf of the County hereby certifies that it has the authority to bind the County to the terms and conditions set forth herein.

#### County of Yuba

By: \_\_\_\_\_  
Kevin Mallen  
CDSA Director

915 8<sup>th</sup> Street, Suite 123  
Marysville, CA 95901

Phone: (530) 749-5430

#### Yuba-Sutter Transit Authority

By: \_\_\_\_\_  
Keith Martin  
Transit Manager

2100 B Street  
Marysville, CA 95901

(530) 634-6880

Approved as to Form:

  
Courtney Abril, Chief Deputy County Counsel

# Yuba-Sutter Transit Sales Outlet Guide

Effective April 1, 2017

## Becoming a Sales Outlet

Yuba-Sutter Transit's Sales Outlet Program offers a unique opportunity to increase foot traffic in your business or organization while enhancing your profile in the community. By providing a convenient public transportation fare pre-payment option, you are helping to increase mobility options for area residents while also reducing traffic congestion and improving air quality in the Yuba-Sutter region and beyond.

Becoming a Yuba-Sutter Transit Sales Outlet begins with the completion of a Sales Outlet Agreement. Once the agreement has been approved by Yuba-Sutter Transit, you will receive passes, ticket books and punch cards (fare products) on a consignment basis. Each month, you will receive your order by a Yuba-Sutter Transit courier. Just call to reorder or to change an order. Passes are sent out each month and ticket books and punch cards are sent out on an as-needed basis per your request. It's that easy!

## Ordering Merchandise

### Monthly Passes

After your outlet is established, you will automatically receive a set amount of monthly passes each month based on your initial order. If you need to change the quantity of passes, call our office at 530-634-6880 or fax an order to 530-634-6888.

### Ticket Books & Punch Cards

After your initial order, ticket books and punch cards are distributed per your request. Don't forget to call our administrative office at 530-634-6880 when you are running low on your ticket book or punch card inventory. Please allow four (4) working days to process your order.

In an effort to serve you better, please provide the following information when ordering fare products:

- Your Name
- Your Business or Outlet Name
- Contact Phone Number
- The quantity of each type of product you wish to order

## Delivery of Transit Fare Products

You will receive your Yuba-Sutter Transit monthly passes prior to the 24th of each month. The monthly passes will be valid for the following month and may continue to be sold throughout the valid month.

Yuba-Sutter Transit ticket books and punch cards have no expiration date. Monthly passes are only valid during the calendar month stamped on the pass.

Most orders will be sent by courier. It is important that you verify that your order is complete and correct. When products are received, confirm that the products received match the invoice that accompanied your order. Verify the following carefully:

- You received the right type of fare product
- You received the right quantity

Please sign and return one copy of the invoice or Product Log for receipt of products. Once accepted, you are responsible for the products ordered until they are either sold or returned to Yuba-Sutter Transit. Should you find any discrepancy, please contact our administrative office immediately at 530-634-6880.

Yuba-Sutter Transit products are given to Outlets on consignment. All products being returned to Yuba-Sutter Transit, which means any unsold or unused products, must be received upon delivery of the subsequent order to ensure that credit will be given.

A Yuba-Sutter Transit representative will pick up return products and payments (if applicable). Pick-ups and deliveries are scheduled between the 19th and 23rd of each month. If a courier is not necessary, returns and payments should be sent to Yuba-Sutter Transit via certified mail, UPS, FedEx or other couriers with tracking information shown on the package. When preparing returns, an Outlet Reconciliation Form must be enclosed with returns and payment to provide verification. Payment for products sold may be remitted to Yuba-Sutter Transit at the time of scheduled pick-up or upon receipt of invoice for products sold.

After products have been accepted, it is the sole responsibility of the outlet to sell or return unsold products to Yuba-Sutter Transit.

### Helpful Materials

Brochures showing system maps and timetables for all Yuba-Sutter Transit services are available to Sales Outlets free of charge. Please call 530-634-6880 to place your order.

## Transit Fare Products

*Monthly passes are valid for unlimited rides for one calendar month. Pass prices are not prorated for partial months and passes are not valid beyond the month designated on the pass.*

- **General Public Monthly Pass** **\$30**  
Good on our Local Routes
- **Discount Monthly Pass** **\$5**  
Good on Local and Rural Routes  
Youth (ages 5-18)  
Senior (age 64+, age 65+ effective 9/1/17)  
Disabled
- **Sacramento Commuter Pass** **\$128**  
Good on Sacramento and Local Routes
- **Combined Yuba-Sutter Transit / Regional Transit Pass** **\$183**  
Good on Sacramento, Local and Sacramento Regional Transit Routes
- **Discount Ticket Books** **\$10**  
\$12 value, Good on Local Routes, Rural Routes and Dial-A-Ride
- **Sacramento Punch Card** **\$80**  
Good for 20 rides on Sacramento Routes

**Sales Outlets are NOT responsible for verifying eligibility for the use of any discount fare products**

**Fares are subject to change**

### Sales

The actual structure of sales hours, location, staffing, etc. is up to you.

### Commissions and Handling Fees

Yuba-Sutter Transit prohibits the collection of handling fees beyond those charged to all customers in the normal course of business. Yuba-Sutter Transit pays a 3% commission to Sales Outlets only if accounts are current and paid in full. Yuba-Sutter Transit will send Outlets a check for the 3% commission on the amount of fare products sold on a monthly basis.

### Return Check Policy

A \$25 service charge will be imposed on all returned checks.

For route and schedule information, please call 530-742-2877 or visit [www.yubasuttertransit.com](http://www.yubasuttertransit.com).

# *The County of Yuba*

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**TO:** Board of Supervisors

**FROM:** Deputy County Administrator, Grace Mull

**SUBJECT:** County Administrator: Board of Supervisors receive presentation from the County Administrator regarding projections for the FY 2017-2018 budget.

**DATE:** April 25, 2017

**NUMBER:** 134/2017

## *Background*

Typically, after the first of the year, staff prepares expenditures and revenue projections for the upcoming fiscal year and provides the information to the Board of Supervisors for review and direction.

## *Discussion*

For the upcoming 2017-2018 Fiscal Year, staff has prepared a projected expense and revenue presentation for the Board. Since this report is delivered months prior to the close of the current fiscal year, revenue projections and cost increases are estimated based on the best available data and economic trends. In addition, the Governor has released his preliminary budget, but changes will occur over the next few months.

The purpose of this presentation is to provide the Board of Supervisors with the best information/estimates available today for the upcoming fiscal year and solicit further direction from the Board of Supervisors beyond the recommendations from staff.

## *FY 2017-2018 Budget Instructions*

The County Administrator has already issued budget instructions to departments so they can assemble their budget requests for the upcoming year. The budget instructions asked departments to:

- Assume no increase in their General Fund appropriation

- No additional position requests that require a General Fund component or are absent a reliable funding source
- Absorb projected cost increases for General and Non-General Fund departments.

The impacts of the aforementioned instructions will not be known until the County Administrator begins receiving and analyzing completed budgets for the departments in the upcoming month. Reductions in General Fund appropriations for departments may be recommended once preliminary budget proposals are received.

*Committee Action*

This item was not presented at Committee level.

*Fiscal Impact:*

There is no fiscal impact associated with this item, as it is an informational item only.

# *The County of Yuba*

## **County Administrator**

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**TO:** Board of Supervisors

**FROM:** County Administrator, Russ Brown

**SUBJECT:** County Administrator: Review legislative position letters and authorize chair to execute. (10 minutes)

**DATE:** April 25, 2017

**NUMBER:** 173/2017

### *Recommendation*

County Administrator: Review legislative position letters and authorize chair to execute.

### *Background*

Yuba County takes an active role in responding to state legislation that has local implications. At times, certain bills will be identified by county staff or other elected officials that would be either beneficial or adverse to the county and request a position letter from the Board of Supervisors.

### *Discussion*

Three bills are currently being presented to the Board of Supervisors for consideration.

Two proposed laws have been identified by the Yuba County Election's office as deserving support: AB 668 (Gonzales) regarding modernization of voting equipment and AB 1729 (Low – Committee Bill) regarding the retention period for petitions.

AB 668 is being called the Voting Modernization Act of 2018. It would authorize the issuance and sale of bonds in the amount of \$450,000,000 for the purpose of assisting counties in the purchase of specified voting equipment and technology.

AB 1729 simply changes period of time for petitions to be held for review by elections offices.

Another bill, AB 1250 (Jones-Sawyer), regarding county and city contracts for personal services, seeks to place contracting and personnel requirements on counties and cities, when those entities contract for personal services. The bill will create confusion for Yuba County efforts to address its own budget, and it would add on cumbersome reporting requirements.

*Committee Action:*

These items are being brought directly to the full Board for consideration.

*Fiscal Impact:*

None.

*Attachments*

173-2017\_AB1729\_Support

173-2017\_AB668\_Support

173-2017\_AB1250\_Oppose



# County of Yuba Board of Supervisors

District One ~ Andy Vasquez  
District Two ~ Mike Leahy  
District Three ~ Doug Lofton  
District Four ~ Gary Bradford  
District Five ~ Randy Fletcher

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April 25, 2017

The Honorable Evan Low  
State Capitol Building  
Room 4126  
Sacramento, CA 95814

**RE: AB 1729 (Low) Elections and Government Code relating to petitions – SUPPORT**

Dear Assemblyman Low:

On behalf of the Yuba County Board of Supervisors, I am submitting this letter to establish our support for Assembly Bill 1729. This legislation – which would simply change the time period for holding and storing petitions before they are destroyed – was brought to our attention by Yuba County's Elections Clerk Terry Hanson.

This legislation makes certain that those who wish to review and verify names gathered on petitions have ample time to do so.

For the reasons stated above, all members of the Yuba County Board of Supervisors are in support of AB 1729. If you have any questions, please contact our Legislative Affairs Coordinator Russ Brown at (530) 749-7575.

Sincerely,

Randy Fletcher, Chairman  
Yuba County Board of Supervisor

cc: The Honorable Jim Nielsen, Senate  
The Honorable James Gallagher, Assembly  
Rural County Representatives of California  
California State Association of Counties



# County of Yuba Board of Supervisors

District One ~ Andy Vasquez  
District Two ~ Mike Leahy  
District Three ~ Doug Lofton  
District Four ~ Gary Bradford  
District Five ~ Randy Fletcher

April 25, 2017

The Honorable Lorena S. Gonzales Fletcher  
State Capitol Building  
Room 2114  
Sacramento, CA 95814

**RE: AB 668 (Gonzales Fletcher) Voter Modernization Act of 2018 – SUPPORT**

Dear Assemblywoman Gonzales Fletcher:

On behalf of the Yuba County Board of Supervisors, I am submitting this letter to establish our support for Assembly Bill 668. This legislation – which would provide bond funds for technological updates to voting equipment – was brought to our attention by Yuba County's Elections Clerk Terry Hanson.

As steps are taken to protect vital election processes in this country, we understand that there are necessary technological improvements that must be considered. We are also very aware of the costs associated with these improvements. The bond sales to support the price tag of updating voting technology are appropriate.

For the reasons stated above, all members of the Yuba County Board of Supervisors are in support of AB 668. If you have any questions, please contact our Legislative Affairs Coordinator Russ Brown at (530) 749-7575.

Sincerely,

Randy Fletcher, Chairman  
Yuba County Board of Supervisor

cc: The Honorable Jim Nielsen, Senate  
The Honorable James Gallagher, Assembly  
Rural County Representatives of California  
California State Association of Counties





# County of Yuba Board of Supervisors

District One ~ Andy Vasquez  
District Two ~ Mike Leahy  
District Three ~ Doug Lofton  
District Four ~ Gary Bradford  
District Five ~ Randy Fletcher

April 25, 2017

The Honorable Reginald Byron Jones-Sawyer, Sr.  
State Capitol Building  
Room 2117  
Sacramento, CA 95814

**RE: AB 1250 (Jones-Sawyer) Counties and Cities; contracts for personal services – OPPOSE**

Dear Assemblyman Sawyer-Jones:

On behalf of the Yuba County Board of Supervisors, I am submitting this letter to establish our opposition to Assembly Bill 1250. This legislation will add unnecessary layers of bureaucracy and oversight for operational considerations that should be left to local jurisdictions, and therefore it will not serve our citizens well.

In this present economy, cities and counties must constantly seek ways to maintain vital services for their residents, while identifying options to keep down costs associated with those services. The decisions made to save money on local programs or projects are never easy, but each such decision must consider the responsibility we have to the taxpayers.

Contracted services are typically sought when there is a need to meet mandated requirements that call for very specific expertise, or when there is an opportunity to achieve savings and extend taxpayer dollars for important services. It should be noted that local governments often contract to hire specialized expertise in order to meet the requirements of state legislation; a good example is CEQA mandates.

Yuba County has a solid track record of hiring exceptional staff to tackle a very extensive workload, and we are greatly appreciative of the talents of each and every employee. Whenever possible, we make the effort to hire people with skills and certifications that are needed to accomplish the tasks at hand. However, the wide ranging and ever-changing requirements placed on local programs and projects make it necessary to seek contracted assistance to bring in mandated expertise. We never wish to see these mandates result in the displacement of any staff, but we typically operate on a budget that has limited flexibility. A new law that could very well limit our ability to adapt staffing and contracting requirements within a set budget is both impractical and burdensome.

For the reasons stated above, plus great concerns over the particularly onerous reporting requirements of this legislation, all members of the Yuba County Board of Supervisors are in strong opposition to AB 1250. If you have any questions, please contact our Legislative Affairs Coordinator Russ Brown at (530) 749-7575.

Sincerely,

Randy Fletcher, Chairman  
Yuba County Board of Supervisor

cc: The Honorable Jim Nielsen, Senate  
The Honorable James Gallagher, Assembly  
Rural County Representatives of California



# *County of Yuba*

## *Board of Supervisors*

District One ~ Andy Vasquez  
District Two ~ Mike Leahy  
District Three ~ Doug Lofton  
District Four ~ Gary Bradford  
District Five ~ Randy Fletcher

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California State Association of Counties

# *The County of Yuba*

## **Clerk of the Board of Supervisors**

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**TO:** Board of Supervisors

**FROM:** Donna Stottlemeyer, Clerk of the Board of Supervisors

**SUBJECT:** Conflict of Interest Code Approval: District 10-Hallwood Community Services District

**DATE:** April 25, 2017

**NUMBER:** 171/2017

### **Recommendation:**

Hold public hearing to consider approval of the District 10-Hallwood Community Services District Conflict of Interest Code, and direct the Clerk of the Board to notify the District of the Board's approval.

### **Background and Discussion:**

Every two years special districts and local agencies within the County are required to review their conflict of interest code pursuant to Government Code §87300 and update if necessary and submit for your approval.

An agency code is not valid until approval of the code reviewing body which is the Board of Supervisors for agencies with boundaries solely in Yuba County.

### **Committee Action:**

This matter is brought directly to the Board for approval as it is routine recurring every two years as mandated by the State.

### **Fiscal Impact:**

There is no fiscal impact.

### *Attachments*

171-2017 District 10-Hallwood Conflict of Interest Code

CONFLICT OF INTEREST CODE  
FOR THE  
DISTRICT 10-HALLWOOD COMMUNITY SERVICES DISTRICT  
COUNTY OF YUBA

- (a) The Political Reform Act of 1974, Government Code sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regulations Section 18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 Cal. Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth are hereby incorporated by reference and constitute the Conflict of Interest Code of the District 10-Hallwood C.S.D.
- (b) Pursuant to Government Code section 81008 and 2 Cal. Code of Regulations Section 18730 (b) (4), all designated employees shall file statements of economic interests (FPPC Form 700) with the District 10-Hallwood Community Services District. Statements shall be retained by the agency, which shall make the statements available for public inspection and reproduction. (Gov. Code Section 81008)

**APPENDIX A: Designated Positions**

List of Designated Positions	Assigned Disclosure Categories
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Trustees:

1

Consultants:

1

For the purposes of the Code and pursuant to Title 2 California Code of Regulations, Section 18700.3, a "Consultant" means an individual who, pursuant to a contract with a state or local government agency:

1. Makes a governmental decision whether to: Approve a rate, rule or regulation; (B). Adopt or enforce a law; (C) Issue, deny, suspend or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;(D) Authorize the agency to enter into, modify or renew a contract provided it is the type of contract that requires agency approval; (E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract; (F) Grant agency approval to a plan, design, report, study

CONFLICT OF INTEREST CODE OF THE  
DISTRICT 10-HALLWOOD COMMUNITY SERVICES DISTRICT

Page 2

- or similar item (G) Adopt, or grant agency approval of policies, standards, or guidelines for the agency, or for any subdivision thereof; OR
2. Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same of substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302. Consultants to the District shall be subjected to disclosure under Category 1, subject to the following limitation:

The Board of Trustees may determine in writing that a particular consultant, although a "Designated Employee" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements of Category 1. In such cases, the Board of Trustees may designate a different disclosure requirement. Such designation must be made in writing and based upon that description, a statement to the extent of the consultant's disclosure requirements. (2CCR 18734). The Board of Trustees designation must be filed in advance of the disclosure by the consultant with the District 10-Hallwood Community Services District Conflict of Interest Code and also filed with the code review body and must be delivered to the consultant along with a copy of the Conflict of Interest Code and the manual and forms for disclosure.

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**EXHIBIT B: Disclosure Categories**

**Disclosure - Category 1:**

A member, officer, consultant or employee holding a position assigned to Disclosure Category 1 shall report:

All investments and business positions in business entities and sources of income in the jurisdiction:

When a member, officer or employee who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income that do business in the jurisdiction, or have done business in the jurisdiction within the past two (2) years. In addition to the other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

All interest in real property in the jurisdiction which was acquired by, lease, or otherwise used by the District 10-Hallwood Community Services District.

CONFLICT OF INTEREST CODE OF THE  
DISTRICT 10-HALLWOOD COMMUNITY SERVICES DISTRICT

Page 3

When a member, officer or employee who holds a designated position is required to disclose interests in real property, he/she shall disclose the type of real property described below if it is located in whole or in part within, or not more than two (2) miles outside the boundaries of the jurisdiction or within two (2) miles of any land owned or used by the District 10-Hallwood Community Services District.

His/her status as director, officer, partner, trustee, employee, or holder of a management position in any business entity in the jurisdiction

When a member, officer or employee who holds a designated position is required to disclose business position, he/she shall disclose position in business entities that do business in the jurisdiction plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two (2) years.

Adopted by the District 10-Hallwood Community Services District Board of Trustees on

January 18, 2017

1/18/17  
Dated

  
Chairman

# *The County of Yuba*

## **County Administrator**

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**TO:** Board of Supervisors

**FROM:** County Administrator, Grace Mull

**SUBJECT:** County Administrator: Consider revisions to the Consolidated Fee Ordinance for Fiscal Year 2017-2018.

**DATE:** April 25, 2017

**NUMBER:** 138/2017

### *Recommendation*

Consider fee revisions to the Consolidated Fee Ordinance for Fiscal Year 2017-2018.

### *Background*

Departments are tasked to review their fees annually to ensure that fees charged reflect true cost of services. The review process includes adding new fees, deleting obsolete fees, and revising fee titles to accurately describe the fee.

### *Discussion*

The purpose of the Consolidated Fee Ordinance is to allow the public and those doing business with the County to easily access fees associated with various departmental services. The annual revision process provides the Board and the public an opportunity to review and comment on the County's fee structure.

The attached summary displays which fees are proposed to be changed, the amount requested under the new fee, and the reasons for the fee revisions. Fee increases reflect the department's full amount of time and costs associated with providing these services, and are meant to be cost covering.

### *Committee Action:*

Due to time constraints, this item was not heard at Committee level.

*Fiscal Impact:*

The proposed revisions to the Consolidated Fee Ordinance and associated fee schedules represent each department's estimate of the cost to provide services, or are set by state law. Consequently, fee adjustments, either up or down, are meant to eliminate a subsidy or to ensure there is no revenue in excess of the cost of the services provided from the fees being charged to perform the services.

*Attachments*

138/2017 Consolidated Fee Ordinance

138/2017 Attachment A

138/2017 Summary of Changes



ORDINANCE NO. \_\_\_\_\_

**ORDINANCE ADDING 13.00.031 AND REPEALING AND RE-ENACTING  
CHAPTERS 13.00.030, 13.00.036, 13.00.040, 13.00.042, 13.00.052 AND 13.00.054, 13.00.060  
AND 13.20.100 OF THE YUBA COUNTY CONSOLIDATED FEE ORDINANCE CODE**

The following ordinances consisting of three (3) sections, was duly and regularly passed  
and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular  
meeting of the Board of Supervisors held on \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Randy Fletcher, Chairman of the Board of  
Supervisors of the County of Yuba,  
State of California

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

APPROVED AS TO FORM:

By:   
Angil P. Morris-Jones, County Counsel

**THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:**

Section 1. This ordinance shall take effect Sixty (60) days after its passage, and shall become operative and in full force on July 1, 2017. Before the expiration of Thirty (30) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Section 13.00.031 is hereby added and Sections 13.00.030, 13.00.036, 13.00.040, 13.00.042, 13.00.052 and 13.20.054, 13.00.060 and 13.20.100 of the Yuba County Consolidated Fee Ordinance Code are hereby repealed and re-enacted in its entirety to read as reflected in Attachment "A", hereto and by this reference is incorporated herein as though set forth in full.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

**Administrative Services - Code Section 13.00.030**

NAME OF FEE	FEE FY 17/18
<b>Airport</b>	
<b>Hanger Rates</b>	Month/Annual
Group 1 - Hangars #1-24	\$125.00 / \$1,500.00
Group 2 - Hangars #25-27 and #29-30	\$228.00 / \$2,736.00
Group 3 - Hangars #32-36 and #38-42	\$180.00 / \$2,160.00
Group 4 - Hangars #44-52 and #60-67	\$262.00 / \$3,144.00
Group 5 - Hangars #53, #54, and #57	\$291.00 / \$3,492.00
<b>Storage Unit Rates</b>	Month/Annual
Storage Hangar #28	\$116.00 / \$1,392.00
Storage Hangar #37	\$90.00 / \$1,080.00
Storage Hangar #43	\$87.00 / \$1,044.00
Storage Hangar #58	\$133.00 / \$1,596.00
Storage Hangar #59	\$125.00 / \$1,500.00
Storage Hangar #68	\$86.00 / \$1,032.00
<b>Tie-Down Rates</b>	Day/Month
Single Engine Tie-Down Fees	\$5.00/\$40.00
Light Twin Tie-Down Fees (up to 6,000 lbs)	\$6.00/\$45.00
Multi-Engine Tie-Down Fees (6,000 to 12,000)	\$8.00/\$50.00
Multi-Engine Tie-Down Fees (over 12,000 lbs)	\$10.00/\$55.00
<b>Airport Use Permit/Off Airport Access Permit</b>	Month/Annual
Commercial Use/Off-Field Access Permit	\$125.00/\$1,500.00
Non-Commercial Use/Off-Field Access Permit	\$65.00/\$780.00
<b>T-Hangar Waiting List Application Fee</b>	\$15.00/month
<b>Late Fee(T-Hangar/Tie Downs/Building/Ground Leases)</b>	
Unless otherwise noted in agreement, a late charge of \$25.00 per occurrence, plus 1.5% interest on the unpaid balance	\$39.00 each occur
<b>Non-Sufficient Fund Check Fee</b>	\$35.00
<b>Administrative Services</b>	
<b>Admin Services issued Security Cards</b>	
Security Access Card (New)	\$30.00/each
Security Access Card (Renewal)	\$30.00/each
Security Access Card Lost/Stolen (Replacement)	\$30.00/each

**Administrative Services - Code Section 13.00.030**

NAME OF FEE	FEE FY 17/18
<b>Meeting Room charge for non-County users</b>	
- evenings and weekend use (\$200.00 max per day)	\$50.00/hour
- after hours / emergency call in; 2 hour min based on hourly rates noted below	
<b>Uniformed Security hourly charge</b>	Charge at actual cost
- with 48 hours or more advance notice	\$14.75 / hour
- with 24 hours notice (but > 8)	\$16.28 / hour
<b>Buildings &amp; Grounds hourly charge</b>	\$42.40 / hour
- blended rate for chargeback when appropriate	
- after hours / emergency call in; 2 hour minimum	
<b>Custodial Services hourly charge</b>	\$34.80 / hour
- blended rate for chargeback when appropriate	
- after hours / emergency call in; 2 hour minimum	
<b>Admin Services office hourly rate</b>	\$34.60 / hour
- blended rate for chargeback when appropriate	

**Information Technology - Code Section 13.00.031**

[illegible]



**Assessor - Code Section 13.00.036**

[illegible]

**Clerk of the Board - Code Section 13.00.040**

[illegible]

**Clerk-Recorder - Code Section 13.00.042**

NAME OF FEE	FEE FY 17/18
<b>Recording Fees</b>	
Recording Fee 1st page - 8.5 x11	\$14.00
Each additional page - 8.5 x 11	\$3.00
Combined documents - each title	\$14.00
Recording Penalty - Any page not 8.5 x 11 all pages of document additional	\$3.00
Print Size Penalty	\$1.00
Additional indexing - each additional reference	\$1.00
Additional indexing - more than ten names	\$1.00
Release of lien recorded in error by Gov't Agency (except Federal Gov't)	No Fee
Involuntary Lien Notice (in addition to standard recording fee) - each debtor at different address	\$7.00
Recording full releases of Gov't Agency Liens (State, County & City except Federal Gov't)	\$12.00
Military Discharge	No Fee
Recording Financing Statements (1-2 pgs) - State Sets Fee	\$10.00
Recording Financing Statements (3 or more pgs) - State Sets Fee	\$20.00
Filing & Indexing paper not required by law to be recorded	\$6.00
Survey Monument Fund Fee	\$10.00
Documentary Transfer Tax	.55/per \$500.00
Preliminary 20 Day Notice	\$35.00
Preliminary 20 Day Notice each additional parcel or address	\$20.00
Preliminary Change of Ownership Report not filed at time of recording	\$20.00
Annual Internet Access Fee - Public Records	\$6,000.00
<b>Vital Records Fees</b>	
Certified Copy of Birth Certificate/Certificate of No Record/Info. Copy of Birth - State Sets Fee	Fee Set by State
Certified Copy of Birth Certificate - Public Agency Applicant - State Sets Fee	Fee Set by State
Certified Copy of Certificate of Marriage/Certificate of No Record of Marriage - State Sets Fee	Fee Set by State
Certified Copy of Certificate of Marriage - Pub Agency Appl - State Sets Fee	Fee Set by State
Certified Copy of Death Record/Certificate of No Record/Info. Copy of Death - State Sets Fee	Fee Set by State
<b>Map Fees</b>	
Recording Map Fee - 1st page	\$9.00
Recording Map Fee each additional page	\$2.00
<b>Marriage Fees</b>	
Issuance of Public Marriage License	\$65.00
Issuance of Confidential Marriage License	\$70.00
Issuance of Duplicate Marriage License	\$25.00
Amendment of Confidential Marriage Record after 1 year	\$23.00
Issuance of Declaration of Marriage	\$65.00
Civil Marriage by Commissioner	\$40.00
Credible Witness Affidavit (each)	\$5.00
Office Witness Fee for Marriage Ceremony	\$20.00



**Clerk-Recorder - Code Section 13.00.042**

NAME OF FEE	FEE FY 17/18
After Hours Marriage License (Request for license after 4:45 p.m.)	\$25.00
<b>Fictitious Business Name Filing Fees</b>	
Fictitious Business Name Statement - 1 Business Name/Registrant	\$30.00
Each additional Fictitious Business at same location	\$5.00
Each additional Registrant operating under same name	\$5.00
Abandonment Statement	\$30.00
Withdrawal from Partnership Statement	\$30.00
Copy of Fictitious Business filings per month	\$10.00
Certified Copy of any statement on file re: fictitious business	\$3.00
<b>Copy &amp; Certification Fees</b>	
Photographic Copy of public record	\$2.00
Each additional page	\$0.50
Photographic map copy - 1st page - 11x17 inches	\$2.50
Each additional map page - 11x17	\$1.00
Photographic map copy - 1st page - 18x26 inches	\$3.00
Each additional map page - 18x26	\$2.00
Certificate under Seal	\$2.50
Certified Copy of Service Discharge	No Fee
Conformed Copy - each (Limit 2)	\$1.00
Map Image CD or Flash Drive	\$20.00 up to 100 images
Archival Map Images Hard Drive	\$500.00
CD Recorded Images per month	\$400.00
Federal Lien Search Certificate - 1968 forward	\$10.00
Fax Charge Per Page	\$1.00
<b>Miscellaneous Filing Fees</b>	
Bond Filing (doesn't include recording fee)	\$13.00
Process Server Registration (Includes Bond Filing)	\$117.00
Professional Photocopier Registration (Includes Bond Filing)	\$182.00
(Includes Bond Filing)	\$107.00
(Includes Bond Filing)	\$182.00
Additional Process Server ID Card	\$10.00
Certification of Notary Signature	\$10.00
Certification of Official Capacity or Signature Authorization	\$10.00
Administrative Filing Fee - Environmental - Fee Set by State	Fee Set by State
Environmental Impact Report - Fee Set by State	Fee Set by State
Negative Declaration - Fee Set by State	Fee Set by State
Surety Power of Attorney Filings - 1st name	\$12.00
Surety Power of Attorney Filings - each additional name	\$6.00
Filing a Financial Statement of an Admitted Surety Insurer	\$3.50
Issuing a Certificate of Standing for an Admitted Surety Insurer	\$3.50
Translation Certification	\$10.00
Humane Officer Filing	\$5.00
Copy of Reports or Stmts, Political Reform Act per page	\$0.10
FPPC Late Filing Fee (per day up to \$100)	\$10.00

**Clerk-Recorder - Code Section 13.00.042**

NAME OF FEE	FEE FY 17/18
<b>Election Fees</b>	
Registration of Voter	No Fee
Certified Copy of Voter Registration	\$1.50
Copy of Voter Index, per thousand names	\$2.00+\$5.00setup
Retrieval Fee for Copies of FPPC Statements 5 or More Years Old	\$5.00
Preparing copies of any record per page	\$0.25
Certifying Fee	\$2.50
Searching record or files, per year (Clerk Research)	\$20 hr-1/2 hr min
Copy of voter index on disc/tape	\$100.00
Additional Reports added to Voter Index CD	\$5.00 each
Labels	.05 ea+\$5.00 setup
Absentee Chase - Fax (Includes initial mailing on CD)	\$150.00
Absentee Chase - CD	\$50.00 per CD
Initiative - Notice of Intent to Circulate Petition - Filing Fee (EC 9103)	\$200.00
Candidate Statement	Actual Cost
Election Related Custom Reports	\$15.00 per report

**Health - Code Section 13.00.052**

[illegible]



**Library - Code Section 13.00.054**

[illegible]

**Treasurer - Code Section 13.00.060**

NAME OF FEE	FEE FY 17/18
<b>Business Licenses</b>	
Amusement Business (Initial Filing Fee Non-Refundable)	\$300.00
Amusement Business (License Fee - Per Day)	\$200.00
Bingo (Annual Fee)	\$50.00
Cardroom (Initial Filing Fee Non-Refundable)	\$300.00
Cardroom (Annual Fee)	\$200.00
Cardroom Table (Per Table)	\$180.00
Dance (Initial Filing Fee Non-Refundable)	\$300.00
Dance (Annual Fee)	\$200.00
Firearms (Process Fee)	\$25.00
Junk Dealer and/or Scrap Metal (Initial Filing Fee Non-Refundable)	\$300.00
Junk Dealer and/or Scrap Metal (Annual Filing Fee)	\$200.00
Massage Establishment Change of Location Fee	Per Resolution
Peddler/Itinerant Merchant Business License (Initial Filing Fee Non-Refundable)	\$300.00
Peddler/Itinerant Merchant Business License (Annual Fee)	\$200.00
Picture Arcade	Per Resolution
Picture Arcade Employee License	Per Resolution
Second Hand Dealer and/or Pawn Broker (Initial Filing Fee Non-Refundable)	\$300.00
Second Hand Dealer and/or Pawn Broker (Annual Fee)	\$200.00
Second Hand Dealer and/or Pawn Broker(Charitable Purpose/ Non-Profit/Fixed Location)	\$1.00
<b>Miscellaneous</b>	
Administrative Fee	\$16.00
CD of Current Tax Roll	\$50.00
CD of Prior Tax Roll (Delinquent)	\$50.00
Copy Fee (Per Page)	\$0.25
Property Tax System Print Screen (Per Screen)	\$0.50
DMV Hold for Delinquent Vessel Taxes	\$15.00
Duplicate Mobile Home Tax Clearance Certificate	\$30.00
Duplicate Release of Lien	\$20.00
Duplicate Tax Bill	\$1.50
Lot Line/Tenative Parcel Map (Per Parcel)	\$25.00
Postage, Mailing, Shipping & Handling	Actual Cost
Microfiche (Copy Per Parcel)	\$1.50
Power to Sell Fee (Secured Prior Year Roll)	\$35.00
Prior Year Payment Plan Fee (Secured & Unsecured)	\$50.00
Research Fee (Per Hour-Increments of 15 Minutes)	\$40.00
Returned Payment Fee	\$35.00
Secured Delinquent Cost (2nd Installment Only)	\$20.00
Segregation of Tax Bill (Split into 2 Bills)	\$50.00
Segregation of Tax Bill (Each Additional Bill up to 4 Max)	\$50.00
TSTM/Tract Map (Per Hour - Up to a Maximum of \$100.00 Per Parcel)	Time & Materials

***Treasurer - Code Section 13.00.060***

NAME OF FEE	FEE FY 17/18
Unsecured Collections Rate (Per Hour - Increments of 15 minutes)	\$35.00
Unsecured Reminder Notice (Per Assessment)	\$1.50



**Community Development & Services Agency General Fees - Code Section 13.20.100**

NAME OF FEE	FEE FY 17/18
Standard Page Sizes (8-1/2"x11" - 14") B&W	\$0.25/per sheet
Standard Page Sizes (8-1/2"x11" - 14") Color	\$1.00/per sheet
Page Sizes (11"x17") B&W	\$0.50/per sheet
Page Sizes (11"x17") Color	\$2.00/per sheet
Page Sizes (18"x24")	\$5.00/sheet
Page Sizes (24"x36") and larger	\$10.00/sheet
Reproduction Not Done in Office	Actual Cost
Audio Provided on CD	\$15.00
Electronic Data Request (existing data provided via email, add \$10 to place on CD)	\$2.00 per attachment
County Counsel or Special Counsel Fees	Actual Cost
Recording Processing Fee	\$73.50
(Does not incl. costs to create document nor Recorder's Fees)	
CDSA Support & Technology Surcharge (excludes outside fees & impact fees)	6% on all fees collected by CDSA
Returned Payment Fee	\$35.00
Cash Deposit - Temporary Use	\$1,000.00
Cash Deposit - Deferred Improvements	Deposit corresponds w/ value of imp.
Processing Refund of Cash Deposit Fee (whichever is greater)	\$147 or 10% of Deposit
Deferred Improvement Agreement (single family residential)	\$294.00
Deferred Improvement Agreement (all other uses)	\$588.00
Unverified Complaint Response Fee	Hourly Rate by Division
(charged upon 2nd time of unverified complaint from same person)	
Appeal of Determinations to Board of Supervisors (moved from Planning)	\$50 Clerk of the Board \$588 to CDSA
For CDSA permits required to correct work performed or operations that occurred subsequent to notification by CDSA of the violation, the permit fees shall be twice the standard rate. Repeat violators or violations shall be three times the standard rate and no prior notification is required.	
Annual Permits 2 Payment Option:	
Must notify County in advance of due date and pay at least half of fee prior to due date and remainder within 6 months of due date, total fee will be increased by 10% with 2 Payment Option.	Fee + 10%
Penalties for Late Payment:	

**Community Development & Services Agency General Fees - Code Section 13.20.100**

NAME OF FEE	FEE FY 17/18
25% if paid 5-30 days past due	
Beyond 30 days, 50% plus enforcement costs.	
For returned checks, due date is date of original payment.	
Request for Waiver of Penalties:	
Written request must be presented to the CDSA Director for consideration	
within 30 days for penalty being assessed. Consideration	
will be given to amount of penalty and option to allow a	
structured repayment plan with interest on past due amount	
assessed at rate of 1.5% per month.	
Permit applications withdrawn, by the applicant or by staff	
due to inactivity, will have 30 days for the Applicant to request in	
writing a refund of the unused portion of the permit fees/deposits,	
less a 10% processing fee, or they will be forfeited.	
No refunds will be issued once a project has been set for hearing.	
Refunds for Building fees shall be per Section 13.20.200.	
All other service requests not specifically identified in the	
fee schedule shall be charged at the applicable Division's hourly rate.	
All reproduction requests less than \$1 in value may be waived due	
to processing cost exceeding value of service.	
In the event of the failure of the owner of a development	
project to pay in full a fee or fees payable under Chapter	
13.20, County may place and record a lien upon subject	
property in the amount of the unpaid fees. (Ord. No. 1459a)	
Enforcement actions resulting in collection/storage of	Actual Cost
materials or equipment.	



**FY 17/18 Master Fee Schedule - Summary of Changes**

Code Section & Department		Name of Fee		Old Fee		New Fee		Reason for Change	
13.00.030 Admin Services	1.1	Services for Data Sets, Programming, Maps Reports		\$65.00/hour		Delete		Move to New Section 13.00.031 (Information Technology)	
	1.2	Services for Information Security Officer		\$76.00		Delete		Service no longer exists	
	1.3	Copies of Electronic Files, Training, Support		(1 hour minimum)		Delete		Move to Code Section 13.00.031 (Information Technology)	
13.00.031 Information Technology <b>NEW SECTION</b>	2.1	OLD: Services for Data Sets, Programming, Maps Reports IT Services	NEW:	\$65.00/hour		\$75.00/hour		Moved from 13.00.030 (Admin Services) hourly rate increase due to increase in labor costs, Title Change	
	2.2	Services for Information Security Officer		\$76.00		Delete		Service no longer exists	
	2.3	IT Project Management Services		NEW		\$110.00/hour		New fee for IT Project Management Services	
	2.4	Copies of Electronic Files, Training, Support		(1 hour minimum)		(1 hour minimum)		Moved from 13.00.030 (Admin Services)	
	2.5	Public GIS Data ArcView Shapefiles Compact Disc		NEW		\$50.00		New fee for CD of GIS Data	
13.00.036 Assessor	3.2	OLD: CD of Secured Roll or Electronic Transfer of Secured Roll	NEW: CD	\$250.00		\$250.00		Name change only. Added "Electronic Transfer"	
	3.2	OLD: CD of Unsecured Roll CD or Electronic Transfer of Unsecured Roll	NEW:	\$250.00		\$250.00		Name change only. Added "Electronic Transfer"	
	3.3	OLD: CD of Roll Being Prepared or Electronic Transfer of Roll Being Prepared	NEW: CD	\$250.00		\$250.00		Name change only. Added "Electronic Transfer"	
	3.4	OLD: CD of Physical Characteristics or Electronic Transfer of Physical Characteristics	NEW: CD	\$750.00		\$750.00		Name change only. Added "Electronic Transfer"	
13.00.040 Clerk of the Board	4.1	OLD: Return Check Fee Return Payment Fee	NEW:	\$35.00		\$35.00		Name change only. Deleted "Check". Added "Payment"	

FY 17/18 Master Fee Schedule - Summary of Changes

Code Section & Department		Name of Fee		Old Fee	New Fee	Reason for Change
13.00.042 Clerk-Recorder	5.1	Issuance of Declaration of Marriage		\$60.00	\$65.00	Fee increase to comply with public license fee
	5.2	Filing a Financial Statement of an Admitted Surety Insurer		NEW	\$3.50	Per GC §26855.2 Optional filing for Surety companies to file a financial statement with the County Clerk
	5.3	Issuing a Certificate of Standing for an Admitted Surety Insurer		NEW	\$3.50	Per GC §26855.3 Certificate stating Surety is authorized to transact surety insurance
	5.4	Translation Certification		NEW	\$10.00	Per GC §27293c Certificate verifying translation services have been performed by authorized interpreter
	5.5	Copy of Reports or Strits, Political Reform Act per page		\$0.10	\$0.10	Moved from Elections section to Miscellaneous Filing Fees
	5.6	Retrieval Fee for Copies of FPPC Statements 5 or More Years Old (per request)		NEW	\$5.00	Fee for pulling old FPPC statements
	5.7	FPPC Late Filing Fee (per day up to \$100)		NEW	\$10.00	Per GC §91013 Late fees for FPPC filings
13.00.052 Health	6.1	Medical Marijuana ID Card		\$126.00	\$60.00	Fee reduction due to Prop 64's elimination of the State portion of the fee.
	6.2	Tuberculosis Risk Assessment		NEW	\$10.00 to \$25.00	New fee for TB risk assessment provided by a Public Health Nurse that is now included in the standard of care for potential TB patients.
	6.3	Certified Copy of Burial Permit (State Set Fee)		\$12.00	DELETE	Delete fee as this fee does not exist on the State fee schedule.
13.00.054 Library	7.1	OLD: Return Check Fee Return Payment Fee	NEW:	\$35.00	\$35.00	Name change only. Deleted "Check". Added "Payment"
13.00.060 Treasurer	8.1	OLD: Return Check Fee Return Payment Fee	NEW:	\$35.00	\$35.00	Name change only. Deleted "Check". Added "Payment"
13.20.100 CDSA General	9.1	OLD: Return Check Fee Return Payment Fee	NEW:	\$35.00	\$35.00	Name change only. Deleted "Check". Added "Payment"

# *The County of Yuba*

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**TO:** Board of Supervisors

**FROM:** Robert Bendorf, CAO  
Kevin Mallen, CDSA Director

**SUBJECT:** County Administrator: Adopt ordinance amending Section 2.47.050, County Administrator Power and Duties, of the Yuba County Ordinance Code

**DATE:** April 25, 2017

**NUMBER:** 133/2017

## *Recommendation*

Adopt ordinance amending Section 2.47.050, County Administrator Power and Duties, of the Yuba County Ordinance Code

## *Background / Discussion*

When reviewing Chapter 2.47 of the Yuba County Ordinance Code it was discovered that clean up language was needed in Section 2.47.050 of that Chapter to make it clear that the County Administrator's appointing authority applies to all at will executive level positions within the Community Development and Services Agency. As the language had been previously written it only applied to the positions listed. This previous language was due to certain positions being held by long tenured employees who were not at will prior to the ordinance relating to appoints within Community Development being created. Currently only the Community Development Director and Public Works Director positions are filled, and both are already at will positions, so no existing staff are affected by this change.

Below are the proposed changes to Section 2.47.050 in strike changes format:

Except for those employees, personnel and County officers appointed for a term of office by law, the County Administrator shall appoint, terminate, suspend, demote or otherwise discipline appointed Agency and Department Heads including senior level at will management positions ~~the following Department Heads within the Community Development and Services Agency, except as to those positions filled at the time of adoption of the~~

~~ordinance from which this Chapter is derived by employees entitled to rights under Chapter 3.05 of the Yuba County Ordinance Code: Director of the Planning Department and Director of Public Works.~~ The Administrator shall consult with the Board, in closed session, prior to appointing, terminating, suspending or demoting an employee covered under this Section ~~a department head~~. Any such closed session shall be noticed, and otherwise conducted in accordance with applicable law and County ordinances.

*Committee Action:*

This item is being presented directly to the full Board for consideration.

*Fiscal Impact:*

N/A

*Attachments*

133/2017 Ordinance Amending 2.47.050

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 2.47.050 OF CHAPTER 2.47 OF TITLE II OF  
THE YUBA COUNTY ORDINANCE CODE, COUNTY ADMINISTRATOR POWER AND  
DUTIES

The following ordinance consisting of three (3) sections, was duly and regularly  
passed and adopted by the Board of Supervisors of the County of Yuba, State of  
California, at a regular meeting of the Board of Supervisors held on the \_\_\_\_ day of  
\_\_\_\_\_, 2017, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chair of the Board of Supervisors  
County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

By: \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY COUNSEL

Courtney C. Ah

THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF  
CALIFORNIA, DOES ORDAIN AS FOLLOWS:

**Section 1.** This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published, with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

**Section 2.** Section 2.47.050 of Chapter 2.47 of Title II, County Administrator Power and Duties is hereby amended to read as follow:

**2.47.050. - Power and duties.**

The County Administrator shall be the chief administrative officer of the County, may head one or more departments, and shall be responsible to the County Board of Supervisors for the proper administration of all affairs of the County. To that end, the Administrator shall have the power and shall be required to:

(1)

Coordinate the work of all elective and appointive County offices, departments, and institutions in such matters which are the concern and responsibility of the Board of Supervisors. The Administrator may undertake any study or investigation the Administrator believes is necessary or desirable and shall make any study or investigation the Board requests. The Administrator shall make recommendations to the Board which the Administrator believes will result in greater efficiency and economy in the administration of County affairs. To enable the Administrator to carry out such responsibilities, the Administrator may require reasonable and appropriate reports from any County officer, department head, agency head, or institution head.

(2)

Except for those employees, personnel and County officers appointed for a term of office by law, the County Administrator shall appoint, terminate, suspend, demote or otherwise discipline appointed Agency and Department Heads including but not limited to executive level at will management positions within the Community Development and Services Agency. The Administrator shall consult with the Board, in closed session, prior to appointing, terminating, suspending or demoting an employee covered under this Section. Any such closed session shall be noticed, and otherwise conducted in accordance with applicable law and County ordinances.

**Section 3.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

# *The County of Yuba*

## **Human Resources and Organizational Services**

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**TO:** Board of Supervisors

**FROM:** Human Resources and Organizational Services, Jill Abel

**SUBJECT:** Adopt Resolution of Intention to amend CalPERS contract to provide employee share of cost per Government Code Section 20516; and hold public hearing, waive reading and introduce Ordinance to amend Chapter 3.40.010 and add Chapter 3.04.044 CalPERS Retirement System Board of Administration contract and authorize Clerk of the Board of Supervisors to complete required Certifications of Compliance with Government Code Section 7507 and Governing Body's Action. (Human Resources) (15 minute estimate)

**DATE:** 4/25/2017

**NUMBER:** 155/2017

### *Recommendation*

1. Adopt Resolution of Intention to amend CalPERS contract to provide employee share of cost per Government Code Section 20516; and
2. Hold public hearing, waive reading and introduce Ordinance to amend Chapter 3.40.010 and add Chapter 3.04.044 CalPERS Retirement System Board of Administration contract and authorize Clerk of the Board of Supervisors to complete required Certifications of Compliance with Government Code Section 7507 and Governing Body's Action. (Human Resources) (15 minute estimate)

### *Background*

Your Board previously approved the following Labor Agreements or policies:

- Negotiated contract between the County of Yuba (County) and the Deputy Sheriff's Association (DSA) in December 2016;
- Negotiated contract between the County and Management Supervisory Association (MSA) in July 2016;
- Negotiated contract between the County and the Yuba County Probation Peace Officers' Association (YCPPOA), on July 12, 2016; and
- Policy between the County and Non-Represented members on August 23, 2016.



These Board-approved Labor Agreements and policy included provisions for employees to share the employer cost of ongoing retirement contributions; however, CalPERS requires additional steps in order to implement the share of cost for employees.

*Discussion*

The Resolutions and Certifications are necessary for CalPERS to begin the contract amendment process. Additionally, the Ordinance will allow the County to implement the negotiated cost sharing benefit. Following this action, additional administrative actions (e.g. employee election) will be required. Pursuant to California Public Employees' Retirement Law Code Section 20471, at least 20 days between the adoption of this Resolution of Intention and the adoption of the Ordinance are required. Therefore, the second reading of the Ordinance will be on May 23, 2017.

*Committee Action:*

None-Administrative Only.

*Fiscal Impact:*

None-Administrative Only.

*Attachments*

Resolution of Intention to Amend CalPERS Contract  
CalPERS Resolution of Intention to Amend CalPERS Contract  
CalPERS Amendment to Contract EXHIBIT ONLY  
Ordinance Amending Ch 3.40.010 and Adding Ch 3.04.044  
Certification of Compliance with Gov. Code 7507  
Certification of Governing Body's Action  
Certification of Compliance with Gov. Code 20516

**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA**

**IN RE:**

RESOLUTION OF INTENTION TO  
APPROVE AN AMENDMENT TO  
CONTRACT BETWEEN THE BOARD  
OF ADMINISTRATION OF THE  
PUBLIC EMPLOYEES' RETIREMENT  
SYSTEM AND THE BOARD OF  
SUPERVISORS OF THE  
COUNTY OF YUBA

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following are statements of the proposed change:

Section 20516 (Employees Sharing Additional Cost) of 1.5% for Classic Safety members in the Non-Represented Safety Management Group, Elected Officials Group and Extra Help Group; Law Enforcement Management Supervisory Association, Deputy Sheriff's Association and the Yuba County Probation Peace Officer's Association.

Section 20516 (Employees Sharing Additional Cost) of .5% for Classic Miscellaneous members in the Deputy Sheriff's Association and Law Enforcement Management Supervisory Association.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

PASSED AND ADOPTED by the Board of Supervisor of the County of Yuba, State of California, on the day of \_\_\_\_\_, 2017, by the following votes:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
CHAIRMAN

ATTEST: Donna Stottlemeyer  
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel

By: \_\_\_\_\_

By: Courtney C. Smith



## Exhibit

California  
Public Employees' Retirement System

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# AMENDMENT TO CONTRACT

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
Board of Supervisors  
County of Yuba

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The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective February 1, 1960, and witnessed December 30, 1959, and as amended effective March 1, 1964, November 1, 1973, October 1, 1977, October 1, 1979, January 1, 1982, July 6, 1989, June 30, 1992, July 1, 1993, June 24, 1999, August 15, 2003, April 1, 2007, July 1, 2007, September 1, 2014, July 1, 2015 and July 1, 2016 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code sections 20460.1, 20469.1, subdivision (b), and 71624, this contract is hereby amended to add the Trial Court of Yuba County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after the implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

- A. Paragraphs 1 through 16 are hereby stricken from said contract as executed effective July 1, 2016, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members and age 57 for new local safety members.
  2. Public Agency shall participate in the Public Employees' Retirement System from and after February 1, 1960 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
  3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
    - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
    - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
    - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.



4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. County Peace Officers (included as local safety members);
  - b. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
  - a. **FIREFIGHTERS.**
6. As of November 1, 1972 and prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to September 30, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).

11. Public Agency elected and elects to be subject to the following optional provisions:

- a. Section 20042 (One-Year Final Compensation) for classic members only.
- b. Section 21573 (Third Level of 1959 Survivor Benefits).
- c. Section 20965 (Credit for Unused Sick Leave).
- d. Section 21024 (Military Service Credit as Public Service).
- e. Section 21548 (Pre-Retirement Option 2W Death Benefit) for local miscellaneous members and for service credit accumulated on and after September 1, 2014 for local safety members.
- f. Section 20438 ("County Peace Officer" shall include probation officers, deputy and assistant probation officers, juvenile hall employees, and persons employed as peace officers pursuant to Section 830.5 of the Penal Code as described in Government Code Section 20438).
- g. Section 20516 (Employees Sharing Additional Cost):

From and after July 1, 2015 and until July 1, 2016, .824% for local miscellaneous members in the Yuba County Employees' Association and the Non-Represented Group.

From and after July 1, 2016, 1.194% for local miscellaneous members in the Yuba County Employees' Association and the Non-Represented Group.

From and after July 1, 2016, 1% for classic local miscellaneous members in the Deputy District Attorney Association.

From and after the effective date of this amendment to contract, 1.5% for classic local safety members in the Non-Represented Safety Management Group, Elected Officials Group and Extra Help Group, Law Enforcement Management Supervisory Association, Deputy Sheriffs Association and the Yuba County Probation Peace Officers Association.

From and after the effective date of this amendment to contract, .5% for classic local miscellaneous members in the Deputy Sheriffs Association and Law Enforcement Management Supervisory Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

12. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on October 1, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
13. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
14. Public Agency shall also contribute to said Retirement System as follows:
  - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
  - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
15. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.



16. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS  
COUNTY OF YUBA

BY \_\_\_\_\_  
ARNITA PAIGE, CHIEF  
PENSION CONTRACTS AND PREFUNDING  
PROGRAMS DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

Witness Date

Attest:

Clerk

**RESOLUTION OF INTENTION  
TO APPROVE AN AMENDMENT TO CONTRACT  
BETWEEN THE  
BOARD OF ADMINISTRATION  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
AND THE  
BOARD OF SUPERVISORS  
COUNTY OF YUBA**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of 1.5% for classic safety members in the Non-Represented Safety Management Group, Elected Officials Group and Extra Help Group, Law Enforcement Management Supervisory Association, Deputy Sheriffs Association and the Yuba County Probation Peace Officers Association; and

.5% for classic miscellaneous members in the Deputy Sheriffs Association and Law Enforcement Management Supervisory Association.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: \_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date adopted and approved

APPROVED AS TO FORM  
ANGIL P. MORRIS-JONES  
COUNTY COUNSEL  
BY: Courtney C. Allen



## Exhibit

California  
Public Employees' Retirement System

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# AMENDMENT TO CONTRACT

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
Board of Supervisors  
County of Yuba

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The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective February 1, 1960, and witnessed December 30, 1959, and as amended effective March 1, 1964, November 1, 1973, October 1, 1977, October 1, 1979, January 1, 1982, July 6, 1989, June 30, 1992, July 1, 1993, June 24, 1999, August 15, 2003, April 1, 2007, July 1, 2007, September 1, 2014, July 1, 2015 and July 1, 2016 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code sections 20460.1, 20469.1, subdivision (b), and 71624, this contract is hereby amended to add the Trial Court of Yuba County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after the implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

A. Paragraphs 1 through 16 are hereby stricken from said contract as executed effective July 1, 2016, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members and age 57 for new local safety members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after February 1, 1960 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
  - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
  - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.



4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. County Peace Officers (included as local safety members);
  - b. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
  - a. **FIREFIGHTERS.**
6. As of November 1, 1972 and prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to September 30, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).

11. Public Agency elected and elects to be subject to the following optional provisions:

- a. Section 20042 (One-Year Final Compensation) for classic members only.
- b. Section 21573 (Third Level of 1959 Survivor Benefits).
- c. Section 20965 (Credit for Unused Sick Leave).
- d. Section 21024 (Military Service Credit as Public Service).
- e. Section 21548 (Pre-Retirement Option 2W Death Benefit) for local miscellaneous members and for service credit accumulated on and after September 1, 2014 for local safety members.
- f. Section 20438 ("County Peace Officer" shall include probation officers, deputy and assistant probation officers, juvenile hall employees, and persons employed as peace officers pursuant to Section 830.5 of the Penal Code as described in Government Code Section 20438).
- g. Section 20516 (Employees Sharing Additional Cost):

From and after July 1, 2015 and until July 1, 2016, .824% for local miscellaneous members in the Yuba County Employees' Association and the Non-Represented Group.

From and after July 1, 2016, 1.194% for local miscellaneous members in the Yuba County Employees' Association and the Non-Represented Group.

From and after July 1, 2016, 1% for classic local miscellaneous members in the Deputy District Attorney Association.

From and after the effective date of this amendment to contract, 1.5% for classic local safety members in the Non-Represented Safety Management Group, Elected Officials Group and Extra Help Group, Law Enforcement Management Supervisory Association, Deputy Sheriffs Association and the Yuba County Probation Peace Officers Association.

From and after the effective date of this amendment to contract, .5% for classic local miscellaneous members in the Deputy Sheriffs Association and Law Enforcement Management Supervisory Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

12. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on October 1, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
13. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
14. Public Agency shall also contribute to said Retirement System as follows:
  - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
  - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
15. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

16. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS  
COUNTY OF YUBA

BY \_\_\_\_\_  
ARNITA PAIGE, CHIEF  
PENSION CONTRACTS AND PREFUNDING  
PROGRAMS DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

Witness Date

Attest:

Clerk



ORDINANCE NO. \_\_\_\_\_

**TITLE 3: PERSONNEL – AMENDING CHAPTER 3.40.010 AND ADDING CHAPTER  
3.04.044: AN ORDINANCE ADOPTING AN AMENDMENT TO THE EXISTING CONTRACT  
BETWEEN THE COUNTY OF YUBA AND THE CALIFORNIA PUBLIC EMPLOYEES’  
RETIREMENT SYSTEM BOARD OF ADMINISTRATION**

The following ordinance consisting of five (5) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chairman of the Board of Supervisors  
of the County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

APPROVED AS TO FORM  
ANGIL MORRIS-JONES, County Counsel:

By: 

**THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:**

**Section 1.** This ordinance shall take effect immediately upon passage, pursuant to Government Code Section 25123 and before the expiration of fifteen (15) days after its passage a summary shall be published, with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California and thenceforth and thereafter the same shall be in full force and effect.

**Section 2.** That an amendment to the contract between the Board of Supervisors of the County of Yuba and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

**Section 3.** The Chairman of the Yuba County Board of Supervisors is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the County of Yuba.

**Section 4.** Title III, Chapter 3.40 of the Yuba County Ordinance Code as it relates to the contract between the Board of Administration, California Public Employees' Retirement System and the County of Yuba is hereby amended to include section 3.40.010 as follows: "15. July 1, 2017 – \$20516 – Employees sharing an additional cost of 1.5% for classic safety members in the Non-Represented Safety Management Group, Elected Officials Group and Extra Help Group, Law Enforcement Management Supervisory Association, Deputy Sheriff's Association and the Yuba County Probation Peace Officers Association; and .5% for classic miscellaneous members in the Deputy Sheriff's Association and Law Enforcement Management

Supervisory Association"; and section 3.40.044 as follows: "Approval of Additional Amendment. Pursuant to Government Code §20460 et seq., the Board of Supervisors hereby approves an additional Amendment to Contract in the form presented to it on April 25, 2017, and on file with the Clerk of the Board of Supervisors to include Section 20516 (Employees Sharing Additional Cost) of 1.5% for classic safety members in the Non-Represented Safety Management Group, Elected Officials Group and Extra Help Group, Law Enforcement Management Supervisory Association, Deputy Sheriff's Association and the Yuba County Probation Peace Officers Association; and .5% for classic miscellaneous members in the Deputy Sheriff's Association and Law Enforcement Management Supervisory Association."

**Section 5.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

**CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

Financial Office | Pension Contract Management

Services & Prefunding Programs

P.O. Box 942703 Sacramento, CA 94229-2703

888 CalPERS (or 888-225-7377)

TTY: (877) 249-7442 | Fax: (916) 795-4673

www.calpers.ca.gov

**CERTIFICATION OF COMPLIANCE WITH  
GOVERNMENT CODE SECTION 7507**

I hereby certify that in accordance with Section 7507 of the Government Code the future annual costs as determined by the System Actuary for the increase/change in retirement Benefit(s) have been made public at a public meeting of the \_\_\_\_\_  
(governing body)

of the \_\_\_\_\_ on \_\_\_\_\_  
(public agency) (date)

which is at least two weeks prior to the adoption of the Resolution / Ordinance.

Adoption of the retirement benefit increase/change will not be placed on the consent calendar.

\_\_\_\_\_  
Clerk/Secretary

\_\_\_\_\_  
Title

Date \_\_\_\_\_

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[www.calpers.ca.gov](http://www.calpers.ca.gov)

**CERTIFICATION OF GOVERNING BODY'S ACTION**

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the

\_\_\_\_\_ of the  
(governing body)

\_\_\_\_\_  
(public agency)

on \_\_\_\_\_.  
(date)

\_\_\_\_\_  
Clerk/Secretary

\_\_\_\_\_  
Title

**CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

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[www.calpers.ca.gov](http://www.calpers.ca.gov)

**CERTIFICATION OF COMPLIANCE WITH  
GOVERNMENT CODE SECTION 20516**

I hereby certify that in accordance with Section 20516 of the Government Code, County of  
Yuba and its classic local employees have agreed in writing to the following:

Section 20516 (Employees Sharing Additional Cost) of 1.5% for classic safety members in the Non-Represented Safety Management Group, Elected Officials Group and Extra Help Group, Law Enforcement Management Supervisory Association, Deputy Sheriffs Association and the Yuba County Probation Peace Officers Association; and .5% for classic miscellaneous members in the Deputy Sheriffs Association and Law Enforcement Management Supervisory Association.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date





**Cal OES**  
GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES

RECEIVED

APR 10 2017

Clerk/Board of Supervisors

April 5, 2017

Mr. Randy Fletcher, Chairperson  
Yuba County Board of Supervisors  
915 8th Street, Suite 109  
Marysville, California 95901

Subject: U.S. Small Business Administration Private Nonprofit Organizations  
Physical Disaster Declaration

Dear Chairperson Fletcher:

Pursuant to President Trump's major disaster declaration of April 1, 2017, for *Public Assistance Only* (FEMA-4308-DR-CA), the U.S. Small Business Administration has declared the primary counties of **Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Kings, Lake, Lassen, Marin, Mariposa, Merced, Modoc, Monterey, Napa, Nevada, Plumas, Sacramento, San Benito, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba** a disaster area. This declaration is a result of damages caused by severe winter storms, flooding, and mudslides that occurred February 1, 2017, through February 23, 2017. Private, nonprofit organizations that provide essential services of a governmental nature are eligible to apply for both Physical and Economic Injury Disaster Loans.

The California Governor's Office of Emergency Services (Cal OES) is providing the enclosed information regarding this declaration and request that you distribute as appropriate. Please note that this declaration is limited to private non-profit organizations that provide essential services of a governmental nature.

Sincerely,

  
KARMA HACKNEY  
Individual Assistance Officer

Enclosure

c: Yuba County Office of Emergency Services  
File Copy



3650 SCHRIEVER AVENUE, MATHER, CA 95655  
(916) 845-8506 TELEPHONE (916) 845-8511 FAX  
[www.CalOES.ca.gov](http://www.CalOES.ca.gov)

# U.S. Small Business Administration (SBA) Declaration SBA #15100

## Severe Winter Storms, Flooding, and Mudslides

### Declaration Information

The following table illustrates the declaration information.

<b>Eligible Primary County/Countries:</b>	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Kings, Lake, Lassen, Marin, Mariposa, Merced, Modoc, Monterey, Napa, Nevada, Plumas, Sacramento, San Benito, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba
<b>Event:</b>	Pursuant to President Trump's April 1, 2017, major disaster declaration for <i>Public Assistance Only</i> (FEMA-4308-DR-CA) as a result of severe winter storms, flooding, and mudslides that occurred February 1, 2017, through February 23, 2017
<b>Assistance made available by declaration:</b>	SBA Physical and Economic Injury Disaster Loans
<b>Who may apply:</b>	Private, nonprofit organizations that provide essential services of a governmental nature.
<b>Application deadline for property damage:</b>	May 31, 2017
<b>Application deadline for business economic injury:</b>	January 02, 2018
<b>How to apply:</b>	Contact SBA at 1-800-659-2955, or visit SBA's website at: <a href="http://www.sba.gov/disaster">www.sba.gov/disaster</a> , or email <a href="mailto:disastercustomerservice@sba.gov">disastercustomerservice@sba.gov</a> Hearing impaired individuals may call 1-800-877-8339.





**Cal OES**  
GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES

RECEIVED

APR 14 2017

Clerk/Board of Supervisors

April 11, 2017

Mr. Randy Fletcher, Chairperson  
Yuba County Board of Supervisors  
915 8th Street, Suite 109  
Marysville, California 95901

Subject: U.S. Department of Agriculture Designation

Dear Chairperson Fletcher:

On April 1, 2017, President Donald J. Trump declared a major disaster declaration (FEMA-4308-DR), due to severe winter storms, flooding, and mudslides that occurred February 1-23, 2017. As a result, the U.S. Department of Agriculture Farm Service Agency Emergency Loan Program has been made available for the primary counties of **Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Kings, Lake, Lassen, Marin, Mariposa, Merced, Modoc, Monterey, Napa, Nevada, Plumas, Sacramento, San Benito, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba** and the contiguous counties of **Fresno, Kern, Madera, Mendocino, Mono, Placer, San Francisco, Tulare, and Ventura** in the State of California for both physical and crop production losses.

The California Governor's Office of Emergency Services (Cal OES) is providing the enclosed information regarding this designation. Please inform potential applicants throughout your county of this designation and information.

Sincerely,

KARMA HACKNEY  
Individual Assistance Officer

Enclosure

- c: County Office of Emergency Services  
County Agricultural Commissioner  
Karen Ross, Secretary, California Department of Food and Agriculture (CDFA)  
Gary Leslie, County/State Liaison, CDFA  
File Copy



3650 SCHRIEVER AVENUE, MATHER, CA 95655  
INDIVIDUAL ASSISTANCE DIVISION  
(916) 845-8149 TELEPHONE (916) 845-8395 FAX  
[www.CalOES.ca.gov](http://www.CalOES.ca.gov)

# U.S. Department of Agriculture (USDA)

## USDA #M4308 – Severe Winter Storms, Flooding, and Mudslides

### Declaration Information

The following table illustrates the declaration information.

<b>Eligible Primary County/Counties or Land(s):</b>	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Kings, Lake, Lassen, Marin, Mariposa, Merced, Modoc, Monterey, Napa, Nevada, Plumas, Sacramento, San Benito, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba
<b>Eligible Contiguous County/Counties:</b>	Fresno, Kern, Madera, Mendocino, Mono, Placer, San Francisco, Tulare, Ventura
<b>Event:</b>	April 1, 2017, Presidential Major Disaster Declaration (FEMA-4308-DR) as a result of severe winter storms, flooding, and mudslides that occurred February 1-23, 2017.
<b>Assistance made available by designation:</b>	<ul style="list-style-type: none"> <li>• Emergency farm loans for both physical and crop production losses as a direct result of the disaster</li> <li>• Up to a maximum of \$500,000</li> </ul>
<b>Application deadline:</b>	<b>December 1, 2017</b>
<b>Who may apply:</b>	Farmers and ranchers who conduct family-sized farming operations.
<b>How to apply:</b>	<ul style="list-style-type: none"> <li>• Contact local Farm Service Agency (FSA) office listed in the local telephone directory under U.S. Government, Agriculture</li> <li>• Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD)</li> </ul>
<b>USDA website for additional information:</b>	<a href="https://www.fsa.usda.gov/FSA/webapp?area=home&amp;subject=fmfp&amp;topic=efl">https://www.fsa.usda.gov/FSA/webapp?area=home&amp;subject=fmfp&amp;topic=efl</a>

# *The County of Yuba*

## **Sheriff-Coroner**

---



**TO:** Board of Supervisors

**FROM:** Steven L. Durfor, Sheriff-Coroner

**SUBJECT:** Approve and sign the cooperative law enforcement agreement with the U.S. Department of Agriculture, Forest Service Tahoe and Plumas National Forests

**DATE:** April 25, 2017

**NUMBER:** 159/2017

### **Recommendation:**

Approve the cooperative law enforcement agreement with the U.S. Forest Service to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on National Forest Service lands and provide for reimbursement to the Sheriff's Department for the intensified portion of this effort, and authorize Chair to sign.

### **Background:**

This is a five (5) year agreement, which has been in effect for many years, and requires Board of Supervisor's approval. The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated, and that the enforcement of the State and local law is related to the administration and regulation of NSF lands and that the Sheriff's Department has a limited amount of financing to meet the department's responsibility of enforcing these laws.

### **Discussion:**

The Sheriff will provide reimbursable law enforcement services to the Tahoe National Forests under separate agreements hereby known as Annual Financial and Operating Plans. The Sheriff has adequate resources to provide the services in the same manner as provided in past years.

### **Committee Action:**

Due to the routine nature of the request, this item was placed directly on the Board of Supervisor's agenda.

### **Fiscal Impact:**

None. The agreements will allow the parties to enter into Annual Financial and Operating Plans to provide reimbursement from the U.S. Forest Service for law enforcement services rendered, creating additional revenue for the Sheriff's Department.

### **Attachments:**

159/2017 Cooperative Law Enforcement Agreement between Yuba Co Sheriff's Dept and USDA



# PROPOSAL TO CONDUCT A COMPREHENSIVE SERVICES DELIVERY AND STAFFING REVIEW

YUBA COUNTY SHERIFF'S DEPARTMENT

FEBRUARY 8, 2017





2250 East Bidwell Street, Suite 100 ■ Folsom, CA 95630 ■ PH 916-458-5100 ■ FAX 916-983-2090

February 8, 2017

Mr. Steven L. Durfor  
Sheriff  
Yuba County Sheriff's Department  
215 5<sup>th</sup> Street, Suite 150  
Marysville, CA 95901

**RE: PROPOSAL TO CONDUCT A COMPREHENSIVE SERVICES DELIVERY AND STAFFING REVIEW**

Dear Sheriff Durfor:

Citygate Associates, LLC is pleased to present our proposal to the Yuba County Sheriff's Department to perform a Comprehensive Services Delivery and Staffing Review. This introductory letter explains why Citygate is exceptionally qualified to perform this engagement.

We have an extensive background in public safety field services deployment, support services staffing assessments, and financial analysis/strategies. Over the last 15 years, Citygate has performed over 300 public safety studies. Within recent years, we have conducted significant law enforcement reviews for the Monterey County Sheriff's Department, and the cities of San Luis Obispo, CA; Glendale, AZ; Santa Monica, CA; Eloy, AZ; Rancho Cucamonga, CA; Brea, CA; Maricopa, AZ; Goodyear, AZ; Provo, UT.

*Over the last 15 years, Citygate has performed over 300 public safety studies.*

We have assisted 27 of the 58 counties in California, and have a successful history of working in and near Yuba County to improve local governance. Citygate recently assessed the feasibility for shared fire services amongst the fire agencies of the valley floor of Yuba County. In addition, Citygate assisted the Wheatland Fire Authority in assessing the impacts and potential mitigations for a tribal casino and hotel operation.

In addition, Citygate's Project Team for this project consists of a retired Chief of Police, a retired Sheriff's Department Undersheriff, and a retired Sheriff's Department Captain, and together hold nearly 100 years of law enforcement experience.

As the County will learn from our references, Citygate has an outstanding track record with our clients. We strongly encourage the County to call our key project references—they are golden.

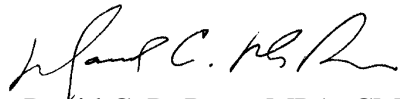
As the County of San Diego former CAO stated: “We work with consultants, obviously, all the time, but the work that Citygate did on this report is some of the best I’ve seen in my tenure here.” (Watch the video clip at this link: [www.citygateassociates.com/sdcountyvideo](http://www.citygateassociates.com/sdcountyvideo))

This is not an isolated comment by one client, rather it is the rule. Time after time our clients say at the end of public presentations, “this was the best report/study we have ever received and now we finally understand the issues and choices...”

\* \* \*

As President of the firm, I am authorized to execute a binding contract on behalf of Citygate Associates, LLC. Please feel free to contact me at our headquarters office, located in Folsom, California at (916) 458-5100, extension 101 or via e-mail at [dderoos@citygateassociates.com](mailto:dderoos@citygateassociates.com) if you wish further information.

Sincerely,



David C. DeRoos, MPA, CMC  
President

cc: Project Team

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**Yuba County Sheriff's Department**

**Proposal to Conduct a Comprehensive Services Delivery and Staffing Review**

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## **SECTION 1—SCOPE OF WORK AND WORK PLAN**

### **1.1 OVERVIEW OF PROJECT**

---

Citygate Associates, LLC's Work Plan to provide a Comprehensive Services Delivery and Staffing Review of the Yuba County Sheriff's Department is presented in this document. Our Work Plan is designed to help determine how to best staff the Sheriff's Department to meet its mission, now and in the future. A performance review of the current delivery of services and recommendations of alternatives needed to meet current best practices is essential in determining the appropriate staffing levels. As such, our Work Plan addresses all facets of field, command, and support operations, including, but not limited to: the Operations Division, Patrol Division, Investigations, Communications and Records, Support Services Division, Crime Analysis, as well as the Reserve and Volunteer programs. Animal Control, and Corrections have been excluded from this study.

### **1.2 SCOPE OF WORK**

---

Citygate's review of the Sheriff's Department will:

- ◆ Assess current sworn and professional (non-sworn) staff levels. We will evaluate the adequacy of staffing levels for current workload and meeting the Sheriff's Department's goals without curtailing service or requiring excessive overtime work. We will consider existing schedules, time for training, professional development, legal mandates, time off, illness, injuries, and attrition.
- ◆ Provide a structured and defensible methodology for Sheriff's Department's staff to use in projecting future staffing needs.
- ◆ Recommend staffing levels that will allow the Sheriff's Department to maintain or increase its current high levels of service, including: responding to all crimes and requests for service; maintaining robust crime prevention and community service programs; and maintaining youth services, investigation and forensic crime scene evidence collection, crime suppression, and other services currently offered by the Sheriff's Department.
- ◆ Analyze the impact on staffing levels and calls for service resulting from current and future County plans for economic development and future annexations.
- ◆ Wherever possible, use existing data for the analysis, such as the County's General Plan and other published planning documents, crime statistics, payroll and overtime work records, and computer-aided dispatch data. Sheriff's

Department staff will help provide historical data from the agency's computer systems and other County sources.

- ◆ Use a compilation of Community-Oriented Policing, Predictive Policing, and Data-Driven Policing strategies. We will assess efficiencies of calls for service. We will assess Community-Policing efforts as an on-going strategy; we will leverage the performance and evaluative processes in place, verifying the current effectiveness and efficiencies of the agency. This includes evaluating and contrasting data to overlay response time standards, deputy safety, and call prioritization.
- ◆ Conduct interviews with stakeholders, including County management and Sheriff's Department staff, to assess goals, expectations, and perceived workload levels.

### **1.3 STAFFING ANALYSIS METHODOLOGY**

---

Staffing ratios in the form of officers (deputies) or employees per 1,000 population and response times have been the traditional guide for determining staffing levels. And although these indicators are still widely used and have some value, they have been touted for decades as the appropriate measures of "law enforcement performance." By today's standards in many aspects of the United States, they are no longer recognized as the *best* means for measuring law enforcement outcomes. There is a growing recognition that many of these measurements have not accurately reflected the benefits that should be realized as a consequence of good policing.

This is because such measures capture only a small portion of the value that law enforcement can provide, and minimally capture their accomplishments.

Current thinking about law enforcement staffing and performance reflects a move away from a more dominant focus on inputs and toward measuring the achievement of desired outcomes. It also reflects a greater interest in measuring overall organizational effectiveness, rather than merely citing various efficiencies that are often used as a poor substitute for the results or outcomes the public expects and deserves.

To be clear, this should not become an argument in favor of simply discarding or ignoring these more traditional measures. Such measures can be of value in comparing certain aspects of organizations, evaluating various types of cost and performance efficiencies, and assessing trends. However, many of those traditional measures are not the most reliable or accurate for capturing or evaluating results and effectiveness (which we define as something that is desired and actually accomplished as a direct result of our activities and inputs). Better and more refined measures can and should be adopted in the future, but those will likely be of minimal value unless known resource needs (personnel, support, and technology) and gaps are addressed first.

And that is what this comprehensive services delivery and staffing review can help provide for the Yuba County Sheriff's Department.

#### **1.4 WORK PLAN TASK SEQUENCE**

Our Work Plan for the comprehensive services delivery and staffing review of the Sheriff's Department is comprised of six (6) tasks. We intend to review our Work Plan and schedule with the County / Sheriff's Department project team prior to beginning work. After obtaining additional input, we will finalize our Work Plan and the accompanying schedule.

Citygate's Work Plan has been developed consistent with our Project Team members' experience in law enforcement management, support services, and field operations.

### **Task 1: Initiate and Manage the Project**

#### **Subtasks**

- ◆ Develop detailed Work Plan schedule for the project.
  - We will develop a detailed, integrated work schedule and final project timeline. These tools will assist both the consultants and Sheriff's Department staff to monitor the progress of the study.
- ◆ Conduct conference call with Sheriff's Department staff representatives to initiate study.
  - A key to a successful consulting engagement is a mutual understanding of the project's scope and objectives. The senior members of our team will meet with Sheriff's Department and County representatives to correlate our understandings of the study's scope, and ensure that our Work Plan and project schedule are mutually agreeable.
- ◆ Obtain and review County / Sheriff's Department documentation.
  - We will develop and submit a list of all documents relevant to this project, including the County's General Plan, growth forecasts, any appropriate prior studies, Sheriff's Department documentation including (as available) dispatch data, fleet inventory, facility condition assessments, current personnel, equipment, other operating costs, and a myriad of other information. We will prepare a custom list of needed documents for the study and establish Dropbox folders for the Sheriff's Department to securely and easily transfer all electronic files. This preliminary step in the

engagement ensures that our time on site is used effectively and efficiently.

- This may require Yuba County's IT Department to give the team members the ability to accept and install Dropbox. To assure timely response to the document requests and establish a shared repository for those, our experience has proven Dropbox a secure, simple means to accomplish this.

## **Meetings**

There will be one teleconference meeting during this task to kick-off the project, establish relationships, and set the information gathering into agreement and motion.

## **Task 2: Law Enforcement Services Delivery System Review**

### **Subtasks**

- ◆ Conduct a complete deployment review to analyze staffing needs and service demands.
  - We will begin our deployment review with an assessment of County risks and vulnerabilities, including infrastructure, demographics, gang and crime activity, regional anomalies, and public venues (including entertainment). Our vulnerabilities assessment will also include an assessment of the adequacy of Sheriff's Department technology.
  - We will collect and analyze patrol data over a period of time to document calls for service, response time, and self-initiated activity by beat, shift, and day of the week.
  - This review will consider prior incident response statistics to measure the effectiveness to desired goals, response time criteria, and call prioritization relative to the current deployment plan.
- ◆ Identify appropriate Departmental levels of deputy availability.
  - Based on the above data, we will develop a graphical representation of the deputy availability by time of day and day of week. The amount of available patrol time generally used by deputies for directed patrol, special projects, and community involvement varies from agency to agency. The Project Team will examine the nexus between deputy availability and the Department's Values, Vision, Mission, Goals, and industry best practices.

- ◆ Perform data analysis.
  - Given our conversations with the County about the data availability for this project, Citygate will rely on the Yuba County Sheriff's Department to provide a series of reports and data outputs.
  - We know how to assess the accuracy and reliability of data, how to determine relevancy of data in correlation to decision making processes, how to best convert insights into actionable content for varying analysis, and how to structure actionable content for optimal usability without additional workload for the client.
- ◆ (Optional) Conduct employee survey.<sup>1</sup>
  - As an option for the Department to consider, at an additional cost, Citygate will conduct an on-line likert-scale survey of sworn Department members, professional staff, and volunteers on their attitudes concerning issues including, but not limited to, work load, comparative compensation, scheduling, morale, reputation of the Department, attitudes towards the philosophy of Community and Data-Driven Policing, and other items deemed appropriate for this study.
- ◆ (Optional) Conduct resident survey.<sup>2</sup>
  - As an option for the Department to consider, at an additional cost, Citygate will conduct a resident survey to provide us with perspectives from the residents and businesses in the County. Through this survey, we will gain an understanding about what services are priorities to the public, what services are meeting expectations, and if there are any gaps between citizen expectations and the delivery of services. The survey will be developed in coordination with the County.

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<sup>1</sup> The employee survey will be internet-based. The County will be responsible for photocopying, distribution, and any other charges relating to hard copy versions of the survey, should that be needed. We assume that the survey will be created and launched in English only. If the County desires the survey to be available in other languages, the extra time necessary to build the additional surveys would be an additional cost.

<sup>2</sup> The resident survey is limited to 200 respondents. The resident survey will be internet-based and Citygate assumes the County will pay for any necessary postage, photocopying, or data entry. We would require the assistance of the County in providing email addresses (if possible) and developing and mailing invitation letters/postcards and other survey-related materials that may be necessary to encourage survey participation. We assume that the survey will be created and launched in English only. If the County desires the survey to be available in other languages, the extra time necessary to build the additional surveys would be an additional cost.

## **Meetings**

There will be no meetings in this task.

## **Task 3: In-Depth Review of Department Functions and Staffing**

### **Subtasks**

- ◆ Perform in-depth review of Sheriff's Department.
  - We will further review agency documents to examine current resource utilization; schedules and attendance records; staff retention; compensation and incentives; and productivity and performance measures of major units. Our previous data analysis will be contrasted to deployment strategies and work schedules, as described in this task.
  - To enhance our understanding of the issues at stake in this project, we will interview, as appropriate and directed, members of the County Board of Supervisors, the County Administrator, and members of County staff who frequently interact with or have an interdependent relationship with the Sheriff's Department.
  - To enhance our understanding of the issues at stake in this project, we will interview, as appropriate and directed, the following personnel: Command staff; Officers in Charge (OICs) of the Operations Division, Patrol Division, Investigations, Civil Division, Support Services Division, Crime Analysis, as well as the Reserve and Volunteer programs, and County Human Resources staff.
  - This usually entails the sworn manager levels of the organization (or civilian managers), and in some cases, supervisory personnel. We will also interview labor representatives.
  - Citygate will conduct additional interviews as determined in the kick-off teleconference meeting with the Sheriff's Department and County representatives.
  - (Optional) At the County's option, Citygate can also meet with members of the community to garner public feedback regarding service levels.
  - We will review the communication flow within the Department, the current organizational structure, the span of control, unity of command, and decision-making authority of the ranks in the Sheriff's Department.

- As part of an in-depth analysis of the communications center, Comm Center Solutions will meet with representatives from each level of rank in the communications center, and observe processes and workflow, review recruitment procedures and potential retention issues, assess staffing and scheduling, and determine if the communications center is meeting basic national standards for public safety dispatch centers.
- As part of an in-depth analysis of the Records Unit, Comm Center Solutions will meet with Records Unit personnel, and assess data entry, backlog challenges, staffing and scheduling, retention, recruiting, work environment, work quality, the records management system, and review ancillary duties of records staff.
- We will review best practices regarding Community-Oriented Policing and Problem Solving (COPPS), Intelligence-Led Policing, and Data-Driven Policing to provide options for the best fit for Yuba County.
- Analyze the impact on staffing levels and calls for service resulting from current and future County plans for economic development and future annexations.
- At a high level, we will assess whether efficiencies can be realized through schedule changes.
- Once the Sheriff's Department review is completed, Citygate will integrate the data analysis, Sheriff's Department goals, and deployment strategies to build integrated findings, recommendations, and implementation strategies.

## **Meetings**

There will be one, two-day on-site trip in this task to conduct the interviews for the command staff functions review, and for Comm Center Solutions to review Communications and Records.

### **Task 4: Conduct a Mid-Project Review**

#### **Subtasks**

- ◆ Conduct mid-project review with the County Administrator, Sheriff, and executive staff.
- ◆ We have found it productive, upon the completion of the initial service delivery and in-depth Department review work, to conduct a mid-project review before writing the Draft Report. The purpose of this review is to meet with the client and



principal staff to review the conclusions and tentative recommendations of the study. This will also be an opportunity for the Sheriff's Department and consultants to perform fact-checks and make any mid-course corrections before additional work occurs.

- The Citygate team will brief the County's leadership team regarding our working opinions using PowerPoint and incident statistics.

## **Meetings**

There will be an on-site meeting to review the overall project's initial findings and recommendations, and fact-check the data on which the findings are developed. Citygate will utilize a short PowerPoint presentation to discuss the highlights of the study to date.

## **Task 5: Forecast Resource Needs; Conduct Final Service Delivery Models and Prepare Draft Reports**

### **Subtasks**

- ◆ The entire Citygate team will prepare a comprehensive long-range Services Delivery and Staffing Review Draft Report. In this Draft Report, we will:
  - Summarize the strengths of the Sheriff's Department and opportunities for improvement.
  - Present a review of how our approach and analyses were conducted.
  - Describe major findings by work unit service delivery area.
  - Present an explanation of improvements we identified and our integrated recommendations for their resolution to improve operations.
  - Describe a methodology for monitoring implementation status.
- ◆ Upon completion of the Services Delivery and Staffing Review Draft Report, an electronic version in MS-Word will be sent to the County's / Sheriff's Department's project manager for comments using the "track changes" and "insert comments" tools in MS-Word. Our normal practice is to review a draft of our report with management personnel to ensure that the factual basis for our recommendations is correct and to allow time for a thorough review. In addition, we take time to discuss any areas that require further clarification or amplification. It is during this time that understandings beyond the written text can be communicated.



## **Meetings**

We will schedule a teleconference meeting with Sheriff's Department leadership to discuss and fact-check the Services Delivery and Staffing Review Draft Report, answer any questions, and agree on elements for the Final Report.

### **Task 6: Prepare and Deliver the Final Report with Executive Summary and Recommendations**

#### **Subtasks**

- ◆ The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how our review was conducted, what issues were identified, why our recommendations were made, and how implementation should be accomplished.
- ◆ Prepare Final Report and oral presentation.
  - Based on the results of our Draft Report review process, we will then prepare a Final Report to the County Administrator and Sheriff. We also will make an oral presentation using a PowerPoint presentation to the Sheriff's Department leadership team and/or the County Board of Supervisors as directed.

## **Meetings**

There will be one on-site meeting to make an oral presentation of the Final Report to the County Board of Supervisors or a group of the County Administrator's choosing.

### **1.5 FINAL REPORT COMPONENTS**

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Citygate's Comprehensive Services Delivery and Staffing Final Report will include:

1. An analysis of the efficiency of the current deployment scheme of resources and station locations.
2. An analysis of the Department's ability to meet the listed standards.
3. If required, recommendations for changes in deployment methods to meet the current needs of the work units and to optimize service delivery.
4. A comprehensive analysis of current Sheriff's Department services and staffing in Operations Division, Patrol Division, Investigations, Communications and

Records, Support Services Division, Crime Analysis, as well as the Reserve and Volunteer programs.

5. The analysis will be combined with a forecast of future demands into a multi-year staffing and services plan for the Sheriff's Department.
6. Provision of supporting data and rationale for all recommendations.
7. Provision of supporting statistics and other visual data to fully illustrate the current situation and consultant recommendations. This information shall be provided in both hard copy format and computerized format with accompanying Microsoft PowerPoint presentation.

### **1.6 STUDY COMPONENTS WITH WHICH THE SHERIFF'S DEPARTMENT MUST ASSIST**

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The Sheriff's Department is in the best position to provide most, if not all, of the internal data needed to complete the scope of work required for this project. Therefore, Citygate anticipates that the Sheriff's Department will assist with this project by:

- ◆ Providing electronic incident response data in a format requested by Citygate. This will include response reporting from the CAD system, along with caseload information from the RMS system. In some cases, it may be necessary to obtain raw data streams and sets from CAD/RMS systems.
- ◆ Providing a series of reports and data outputs.
- ◆ Identifying and making initial contact with community members that Citygate will interview in Task 3, if the County selects this option.
- ◆ Via a document request questionnaire issued by Citygate, submitting existing Sheriff's Department documents describing organization, services, budgets, expenses, and performance measures, if any.
- ◆ Providing other Sheriff's Department data in a timely manner as requested by Citygate.
- ◆ For the optional employee and resident surveys, providing email addresses and mailing invitation letters/postcards and other survey-related materials that may be necessary to encourage survey participation (for resident survey).

### **1.7 PROJECT SCHEDULE**

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Citygate anticipates this project will span five months. Citygate is available to start the project upon the award of a contract. A sample project schedule is shown below:

**Yuba County Sheriff's Department**

Proposal to Conduct a Comprehensive Services Delivery and Staffing Review

**Work Plan Timeline**

Task	Month 1				Month 2				Month 3				Month 4				Month 5			
1: Initiate and Manage Project																				
2: Delivery System Review																				
3: In-Depth Agency Review																				
4: Mid-Point Project Briefing																				
5: Forecasting and Draft Report																				
6: Prepare and Deliver Final Report																				

● On-site meeting

## SECTION 2—CITYGATE ORGANIZATION AND PROJECT TEAM

### 2.1 CITYGATE'S PROJECT TEAM

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Citygate's capabilities for this service can be simply stated: the experience and talents of our Project Team members! We know that successful results come from Citygate's agility to handle, as necessary, six critical roles in cooperation with the Department team: (1) champion; (2) stakeholder listener; (3) subject matter trainer/expert; (4) meeting facilitator; (5) coach and content expert; and (6) final strategist/advisor.

Citygate's team members, in their agency and consulting careers, *have successfully walked the talk* on public safety review efforts by focusing on the inclusion of culture and communication with rigorous analytic methods to build a business case that elected officials and agency employees can both understand.

The Citygate team has a multi-disciplinary approach that includes the full range of skills required to execute this challenging project. The diverse group of specialists comprising Citygate's proposed Project Team (described below) has worked on prior projects to integrate their respective expertise into comprehensive, compelling, and creative strategies to accomplish an agency's objectives.

### 2.2 NECESSARY PROJECT TEAM SKILLS

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Citygate's team members possess the skills necessary to successfully complete this project, including:

- ◆ Law enforcement deployment principles and practices
- ◆ Law enforcement staffing
- ◆ Law enforcement command and organizational structure
- ◆ Law enforcement performance measurement
- ◆ Law enforcement investigations, special operations, and community risk reduction
- ◆ Dispatch, communications, and 9-1-1 experience
- ◆ Operating and capital budgeting
- ◆ City management and cost of services analysis
- ◆ Fleet management
- ◆ Public safety technology

- ◆ Safety and training
- ◆ Professional standards, compliance, and auditing
- ◆ Land use planning
- ◆ Strategic, master, and business planning.

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### **2.3 PROJECT TEAM / PROJECT ROLES**

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The qualifications of the Project Team are critical, as it is the expertise and the capabilities of the consultants involved in the project that ultimately determine the success of the project. We have carefully assembled the team members to provide the knowledge, depth, judgment, and sensitivity required to perform this engagement. Please note that the role of each team member is described in *italics* at the end of his biographical paragraph. Full resumes for each consultant are presented in **Appendix B**. Primary members of our Project Team include the following experienced consultants:

#### **Chief Sam L. Spiegel, MA, Law Enforcement Services Practice Leader**



Sam Spiegel retired as Chief of Police and Director of Emergency Services for the City of Folsom, California in November of 2010. He served in that capacity for over nine and a half years. During his tenure as Chief, he also served as the interim City Manager / Assistant City Manager. A 39-year veteran in law enforcement, he is recognized as a successful leader and problem solver with strong organizational and leadership development skills. He has proven experience working with community groups, labor unions, city departments, developers, city councils, and both state and federal legislators.

Throughout his tenure in law enforcement, he performed a myriad of assignments, and is a recognized subject matter expert on Pursuit Policy, Emergency / Critical Incident Management and 9-1-1 / Next Generation technologies. He has instructed and assisted in the development of many training programs that included Employee and Leadership Development, Continuous Improvement Teams, Interest Based Negotiating, Pursuit Policy Guidelines, Internal Affairs Investigations, High Risk Stops, Role of the Executive Assistant to the Chief, and Crime Prevention Through Environmental Design. He has worked extensively on Economic Development, Business Retention, and Planning issues in fast-paced, developing communities. He has not only overseen, but been actively engaged in all aspects of law enforcement, including animal control, communications, and records management. He has also provided focused leadership on inter-department collaborations during his interim City Manager tenure.

Chief Spiegel created the Police Service Delivery Plan model and has authored two of these for the City of Folsom, CA. His insight into staffing and organizational analysis produced the plan

that guided a seven-year growth of an agency whose community growth had outpaced the staffing growth of the police department.

Appointed by the last three California Attorneys General, Chief Spiegel has served ten years on the California Law Enforcement Telecommunications Advisory Committee (CLETS), serving the last three years as the committee Chair. He has ten years of service to the Governor's Office of Emergency Services, 9-1-1 Advisory Committee, a gubernatorial appointment.

He currently provides law enforcement consulting services in many areas, including Organizational and Operational Analysis, Futures – Next Generation Technologies, Continuous Improvement, Leadership Development, Critical Incident / Disaster Planning, Systems Analysis, and Advocacy Navigation.

*Chief Spiegel will provide oversight to the law enforcement services analysis, review all work products to ensure that a quality analysis is conducted, and that all findings and recommendations meet County and Citygate quality standards.*

**Captain Matt Morgan, Law Enforcement Services Specialist and Project Manager**



Matt Morgan was hired by the Sacramento County Sheriff's Department in March of 1989. He served the community for more than 27 years before retiring from the Department at the rank of Captain. During his tenure with the Department, he held assignments at all ranks in the areas of corrections, patrol, investigations, and administration.

Serving as the Captain of Professional Standards, Captain Morgan was integral in the Department's efforts to bring together the areas of recruiting, pre-employment, academy, training, risk management, and Internal Affairs into one command. The desired outcome was to create a system whereby the best candidates could be identified, hired, trained, and guided through productive careers. Matt's final assignment was Captain of the North Area Station. He oversaw a budget of \$43 million and the work product of more than 175 sworn officers and support staff. Captain Morgan has vast experience across law enforcement disciplines, having commanded Internal Affairs, County patrol divisions, contract city police departments, investigations, and corrections. He was responsible for the retooling of Internal Affairs, bringing global perspective to the Division. By uniting Recruiting, Pre-Employment, Academy, In-Service Training, Internal Affairs, Legal Affairs, and Risk Management under his command, the department vastly improved its ability to identify, hire, train, and retain the most qualified personnel.

During his career, Captain Morgan was on the boards of numerous civic and law enforcement related charitable groups, the most rewarding of which was serving as the first President and founder of the Rancho Cordova Police Activities League. Matt has a Bachelor's degree in English Literature, and is a graduate of California P.O.S.T. Command College.

*Captain Morgan is responsible for day-to-day management of the project, including direction of project personnel, detailed planning and scheduling of tasks, preparation of work products, direct participation in key activities and meetings as the key interface with the client, delegation of activities to project consultants, and synthesis of the study data into a meaningful and useful study report.*

**Undersheriff James E. Lewis, Law Enforcement Services Specialist**



Undersheriff James (Jamie) Lewis was hired by the Sacramento County Sheriff's department in April 1985. Having served more than 30 years with Sacramento County, Undersheriff Lewis has held assignments in virtually every division of the Department, including commands in air operations, patrol, and security services. Mr. Lewis retired as the Undersheriff, and was responsible for day-to-day operation of a staff of approximately 2,100 employees, 1,390 of which are sworn, serving a population of 1.2 million citizens in a jurisdiction covering more than 700 square miles. Undersheriff

Lewis' expertise spans the myriad of law enforcement functions with an emphasis on corrections, public relations, and patrol operations. He has a Bachelor's degree in Law Enforcement Management, and is a graduate of the LAPD West Point Leadership program.

*Undersheriff Lewis will perform numerous aspects of the law enforcement services analysis, attend on-site meetings with Captain Morgan, and co-draft all project deliverables.*

**Eric Lind, MA, Statistical, GIS, and Operational Analysis Specialist**



Eric's 18 years' experience spans several industries, including two years in municipal government as a performance improvement analyst. His municipal government experience has largely focused on public safety performance improvement projects. He has developed baseline system-wide EMS response time capability and testing alternative models, reviewed MPDS systems and dispatch priorities for EMS systems, and improved public safety dispatch process flow. He has also performed a fire facilities location study, alternative fire service delivery modeling, and an administrative performance assessment

of civilian police staff.

Mr. Lind has used performance improvement and business transformation techniques throughout his career across the globe. He is skilled with developing and conducting statistical research to answer operations questions. He is equally comfortable with survey research. Mr. Lind has two published survey research papers, including one he developed for Rotary International.

Mr. Lind is a Lean Six Sigma Certified Black Belt and has a Bachelors and two Masters Degrees in International Business, each from a different country.



*Mr. Lind will provide statistical analysis, data verification, and GIS analysis.*

**David C. DeRoos, MPA, CMC, Citygate President**



Mr. DeRoos has 30 years experience as a consultant to local government, preceded by 5 years as an assistant to the City Administrator. He earned his undergraduate degree in Political Science/Public Service (Phi Beta Kappa) from the University of California, Davis and holds a Master of Public Administration degree from the University of Southern California. Prior to becoming a Principal in Citygate in 1991, he was a Senior Manager in the local government consulting division of Ernst & Young. Mr. DeRoos has provided oversight for all Citygate's public safety engagements. Mr. DeRoos has extensive experience across over 500 projects dealing with complex projects with a diverse set of stakeholders, including large project advisory committees.

*Mr. DeRoos is responsible for ensuring the project is conducted smoothly and efficiently within the schedule and budget allocated, and that project deliverables meet Citygate's and the client's quality standards.*

**Comm Center Solutions, Public Safety Communications Specialists**

Recognizing a void in public safety 9-1-1 professional consultants and specialists, Comm Center Solutions was formed by Danita Crombach and Lynn Freeman as an all-inclusive consulting agency to address any and all issues in public safety communications centers. Specializing in providing public safety agencies with an array of services to meet the increasing challenges in today's public safety communications, Comm Center Solutions' expertise includes personnel issues, operations, staffing, investigations, incident reconstruction, quality assurance, Next Generation 9-1-1 and project management. Comm Center Solutions offers balanced, insightful, and tested solutions for 9-1-1 challenges. With over 70 years of combined service in dispatch centers, Comm Center Solutions' experience is unmatched.

The following are biographies for Ms. Freeman and Crombach:



***Lynn A. Freeman, MA, ENP, Public Safety Communications Specialist***



Lynn Freeman is one of the principal consultants/co-founders of Comm Center Solutions. In addition to consulting, Lynn holds the position of Deputy Director of the Critical Support and Logistics Division for the Simi Valley Police Department. Reporting directly to the Chief of Police, Lynn is responsible for administrative oversight of five civilian units including: Communications (9-1-1/Dispatch), Crime Analysis, Fiscal, Records Management, and Fleet and Facility Management. Lynn is tasked with development and implementation of Department's \$29 million budget and directs staff of 40 employees, including five managers.

Lynn has worked for the Simi Valley Police Department for 37 years in a variety of assignments, including communications manager, a position Lynn held for thirteen years, with responsibility for oversight of day-to-day operations of the Communications Unit. Lynn has built dispatch centers literally from the ground up including a new facility in 1998 and the total remodel of communication centers with the most recent in 2012. In addition, Lynn has managed a multitude of projects and upgrades including implementation of two computer aided dispatch (CAD) systems, voice logging recorders, 9-1-1 systems and satellite/back-up facility.

Lynn is a certified Emergency Number Professional (ENP), holds a Center Manager Certificate, Public Safety Telecommunications Certificate and Civil Litigation Certificate. Lynn's formal education accomplishments include an Associate's Degree in Administrative of Justice, and Bachelor's and Master's degrees in Emergency Management with a minor in Public Safety Telecommunications.

***Danita L. Crombach, ENP, Public Safety Communications Specialist***



Danita Crombach is one of the principle consultants/co-founders of Comm Center Solutions. Danita is widely recognized as a leader in many areas of public safety communications with over 30 years of experience. Danita has been actively involved in organizations such as the National Emergency Number Association (NENA), most recently as President of the California chapter of NENA (CALNENA). She is a Senior Member with the Association of Public-Safety Communications Officials, International (APCO), and served as Secretary for the Southern California chapter (CPRA). Danita has also worked closely with the California State 9-1-1 Office as a member of the Working Group and has twice been involved in determining the funding model that is used to disseminate State Emergency Telephone Number Account (SETNA) funds to California public safety answering points (PSAPs). Danita last served as the communications manager with the

Ventura County Sheriff's Office, where she instituted a wide variety of changes and programs—all designed to enhance efficiency and employee retention, while improving service to the public.

Danita is a long-standing certified Emergency Number Professional (ENP), holds a Center Manager Certificate, Academy Instructor Certificate, Public Safety Telecommunications Certificate, and numerous other certificates for course completion specific to public safety communications and leadership. She was instrumental in the development of the California POST 120-hour Basic Dispatcher Course and has been a presenter at basic, intermediate, and advanced courses.

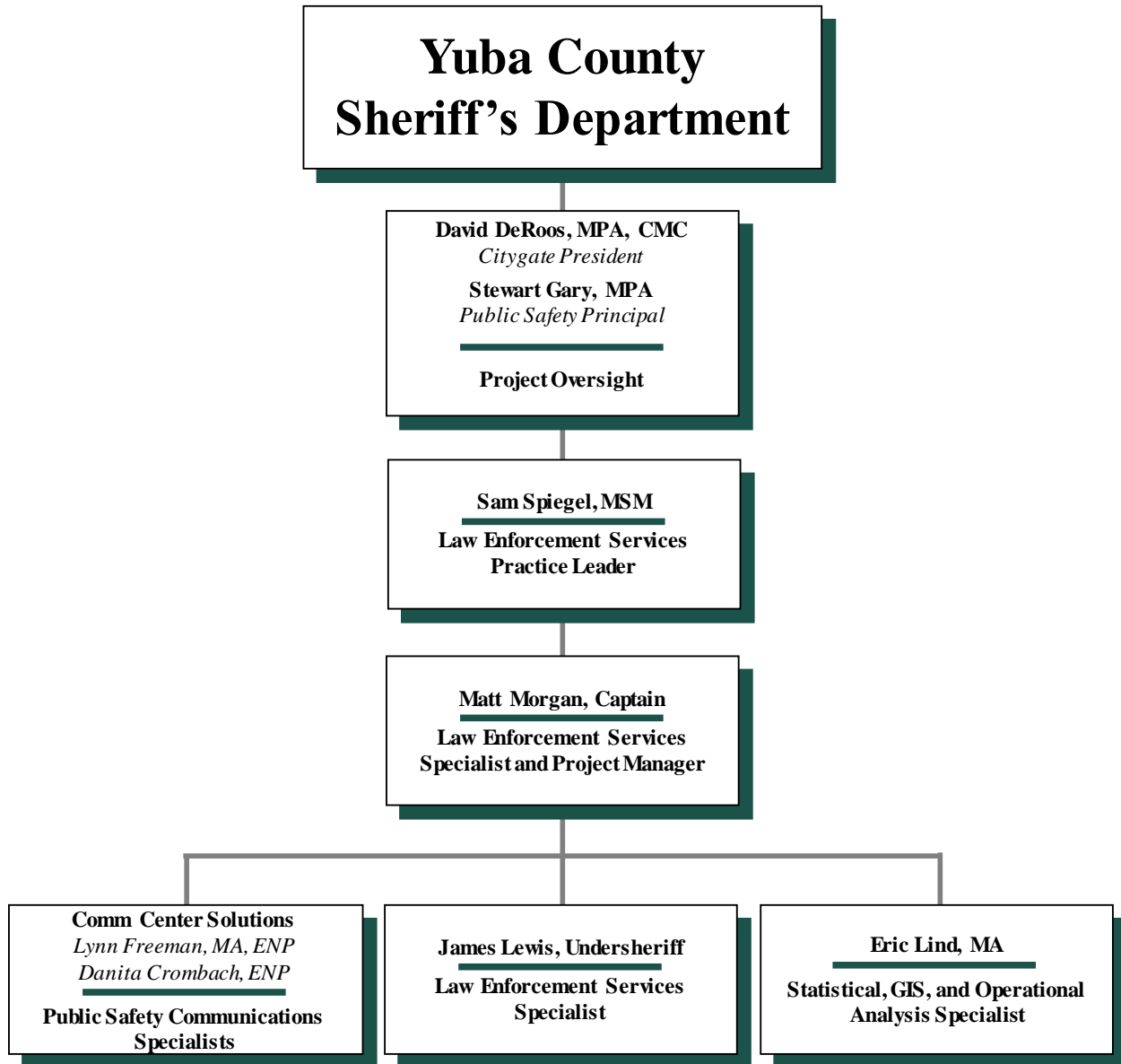
*Comm Center Solutions will analyze the workload and needs of Communications and Records and overlay best practices for embracing the changing police dynamics and supporting those strategies.*

## **2.4 PROJECT TEAM ORGANIZATION CHART**

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Shown on the following page is a Project Team organization chart. Citygate's consultants adhere to the Code of Ethics found in **Appendix A**.

## Project Team Organization Chart



## SECTION 3—SUMMARY OF RELATED EXPERIENCE

### 3.1 CITYGATE ASSOCIATES PROJECT EXPERIENCE

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Citygate Associates, LLC, founded in 1990, is dedicated to assisting public sector agencies to improve services. Citygate's Public Safety practice area conducts deployment analyses, staffing studies, master and strategic plans, consolidation feasibility analyses, organizational efficiency studies, risk assessment studies, performance audits, and GIS for cities, counties, and districts throughout the United States.

*"We work with consultants, obviously, all the time, but the work that Citygate did on this report is some of the best I've seen in my tenure here."*

**-Former San Diego County CAO**

Citygate has completed many recent projects that are very similar to the services delivery and staffing work requested in this study. Below Citygate provides a description of our previous related law enforcement engagements. Following the description of our related studies, we provide a list of references. For additional information, please visit our website at [www.citygateassociates.com](http://www.citygateassociates.com).

### 3.2 PROJECT DESCRIPTIONS

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#### **Monterey County, CA – Comprehensive Services Delivery and Staffing Review of the Sheriff's Office**

Citygate is currently performing a comprehensive services delivery and staffing review of the Monterey County Sheriff's Office. This study will address all facets of field, command, and support operations, including, but not limited to: Enforcement Operations (patrol), Corrections Operations (jail), Administration, Investigations, Internal Affairs, Professional Standards, Training, Records, Support Services, Civil Services, Coroner Services, and other specialty services.

#### **City of Glendale, AZ – Comprehensive Public Safety Deployment and Performance Review of the Police and Fire Departments**

Citygate completed a comprehensive Deployment and Performance Review for the Glendale, AZ Fire and Police Departments. For the Police Department, this study included reviewing the adequacy of the existing deployment system, scheduling, and staffing. Our report included a detailed analysis of the response, crime, and call data that drives the recommendations for staffing in Patrol, Investigations, and Communications, as well as an assessment of the staffing of the support functions in the Department.

**City of San Luis Obispo Police Department, CA – Comprehensive Services Delivery and Staffing Review**

Citygate is currently performing a comprehensive services delivery and staffing review of the San Luis Obispo Police Department. The study is to include a review of the adequacy of the existing deployment system, scheduling, and staffing. Citygate's report includes a detailed analysis of the response time, crime, and call data that drives the recommendations for staffing in Patrol, as well as an assessment of the staffing of the support functions in the Department.

**City of Eloy, AZ – Comprehensive Services Delivery and Staffing Review of the Police Department**

Citygate performed a Comprehensive Services Delivery and Staffing Review of the City of Eloy Police Department. Our Work Plan addressed all facets of field, command, and support operations, including, but not limited to: Field Services Division, including Patrol and Investigations; and the Support Services Division, including Fiscal, Fleet, Crime Prevention, Training, Policy and Procedures, Public Relations, Internal Affairs, Professional Standards, and other specialty services. The Final Report was presented in November 2016 and was well received by the City Manager, Police Chief, and City Council.

**City of Goodyear, AZ – Police Department Management Study**

Spurred by allegations of officer misconduct, Citygate conducted a management review of the Goodyear Police Department. The study examined the Police Department's leadership, management, and internal and external communication processes. The study also covered the internal affairs program, policy development, training and development, organizational structure and the criminal investigations division. The study resulted in numerous organizational and policy changes in the Department.

**City of Maricopa, AZ – Police Department Management and Organizational Review**

Citygate completed a limited and focused engagement of the Maricopa Police Department to review, analyze, and make actionable recommendations regarding the leadership and management systems in the Police Department based on best practices. Specifically, Citygate Associates examined the following areas: leadership and management practices; organizational structure; internal affairs investigation process; disciplinary procedures; professional standards of conduct; and the criminal investigations division. The review resulted in 29 recommendations, 16 of which were immediately implemented by the client.

**City of Provo, UT – Police Department Review**

Citygate completed a focused review of the Provo Police Department. This study reviewed the Police Department's leadership and management approach to implementing its policies regarding the standards of conduct and ethics. Specifically, Citygate Associates examined six key areas

including: citizens' complaint process; professional standards of conduct; officer training; leadership and management; hiring and retention; and community relations. The study resulted in 27 specific action items designed to improve the effectiveness and performance of the Provo Police Department.

**City of Folsom, CA – Police Department Service Delivery Plan**

Chief Spiegel developed the model and produced two Police Service Delivery Plans (SDP) for the City of Folsom. This plan is still in place today, and was reviewed and revised by Chief Spiegel until he retired in 2010. The SDP encompassed an overview and needs assessment of the Folsom Police Department's organizational components, responsibilities, and staffing levels. The overview plan provided an understanding of the agency's various divisions and bureaus, how services are currently provided, and what resources and technologies would be required over the next five years.

The plan examined data and trends that offered insights into Folsom's crime picture and the demand for police services of both sworn and professional staff. The study provided insights into events and trends, and illustrated a range of needs for the Department that included: improved and expanded data management (CAD and RMS) systems; the importance of improving the application and management of existing resources; a greater ability to identify, respond to, and monitor workload and staffing requirements; and improvements that would help in dealing with a myriad of administrative and oversight responsibilities essential to effective and cost-efficient policing. Most significant was that the study debunked the linear use of staffing ratios per 1,000 population for planned staffing, and provided a methodology for service delivery staffing.

While examining staffing needs and efficiencies, the plan identified several known issues that would likely impact crime and police service demands in the near future. Those included a noticeable growth in, or the presence of, various gang entities in the City and the region; the importance of maintaining and expanding on crime prevention strategies; the need to stress and improve upon succession planning and professional development within the Police Department; and the overall importance of employing new and evolving technologies that have become increasingly important in the course of improving the ability of police to effectively respond to and reduce crime and disorder in the community. Chief Spiegel, who leads the proposed Citygate Project Team, formulated this Police Department Service Delivery Plan while he was Folsom's Police Chief. To view a digital copy of the Service Delivery Plan, please visit: [www.citygateassociates.com/ServiceDeliveryPlan](http://www.citygateassociates.com/ServiceDeliveryPlan)

**Santa Monica, CA – Patrol Division Workload and Alternative Scheduling Plan Review**

Citygate completed a far-reaching Patrol Division work load and alternative scheduling plan review for the Santa Monica Police Department. Citygate conducted a data evaluation, literature review, and interviews to analyze the Department's performance and work schedule performance

impacts. Citygate's strategic partner, The Omega Group, creators of CrimeView™, performed data analysis for this project. The Police Chief and the City's executive leadership are using the findings and recommendations from Citygate's report to make key decisions regarding staffing, scheduling, beat configuration, and related operational and officer safety configurations essential for the effectiveness and efficiency of the Police Department.

**Rancho Cucamonga – Police Service Analysis**

Citygate performed a police service analysis for the City of Rancho Cucamonga to assist in evaluating the current police services provided to the City by the San Bernardino County Sheriff's Department and other potential service options. The scope of the study included evaluating: (1) how the current contract compares to similarly situated cities that also contract for law enforcement services; (2) if establishing an in-house police department is feasible, considering start-up and ongoing operational costs; (3) whether there are viable law enforcement agencies in the region that could provide law enforcement services or partners to form a JPA; and (4) whether there is a tipping point beyond which the City should consider a police services alternative.

**Cities of Hesperia, Adelanto, Victorville, Town of Apple Valley – Public Safety JPA Feasibility Study**

Citygate conducted a feasibility study for the Cities of Hesperia, Adelanto, Victorville, and the Town of Apple Valley to determine the potential for a Public Safety JPA to manage Police and/or Fire services among the agencies.

**Cities of Brea, Buena Park, Fullerton, La Habra, Yorba Linda, and Placentia, CA – Police Services and Dispatch Merger Feasibility Studies**

Citygate performed a police services consolidation and contract for shared services analysis. The study addressed opportunities for improvement in (1) efficiency and effectiveness; (2) enhancing or expanding services; (3) reducing and/or avoiding costs and duplications; (4) coordinating regional planning and eliminating artificial boundaries; (5) standardizing services and programs; (6) enhancing the opportunities for future grant funding; and (7) enhancing customer service.

Citygate also performed a dispatch study to evaluate opportunities for regional police including evaluating opportunities for shared dispatching between two or more of the study partners that might achieve improvements in some or all of the following: (1) efficiency and effectiveness; (2) enhancing or expanding services; (3) reducing and/or avoiding costs and duplications; (4) standardizing services and programs; (5) enhancing opportunities for future grant funding; and (6) enhancing customer service.



**Cities of Burlingame and San Mateo, CA – Police Department Consolidation Analysis**

Citygate conducted a study to analyze the feasibility of merging all or a portion of the cities' Police Service operations to (1) reduce costs while retaining, at a minimum, the current service levels for each city, and (2) where possible, improve service levels without additional costs. Thus, this study addressed the possibilities from full consolidation of the agency police services to partial sharing of various services.

**Port of Oakland, CA – Domain Awareness Center Staffing Plan Development**

Citygate Associates was engaged to conduct a review of the proposed Security Operations Monitoring (SOM) staffing plan as designed in the Port of Oakland staff's Concept of Operations. Our Work Plan included numerous meetings with the stakeholders to understand the mission of the Security Operations project and the organizational challenges associated with its operations and structure. Citygate then assisted the Port in creating an RFP and job descriptions for the additional positions required to staff the center.

**Ogden City, UT – Rotating Management and Staffing Audits (Including Police)**

Citygate Associates performed general management and staffing studies for eight Ogden City departments, including Police. Each study analyzed the management, operations, policies, performance measurement, and procedures of the departments. We examined issues related to the philosophy and mission; organizational structure and management systems; organizational relationships; relationships with citizens; allocation of employees and other resources; personnel management and training; data management; records management, communications and information systems; facilities and equipment; management methodologies; maintenance functions; and fiscal management of each department. Other departments reviewed by Citygate include Fire, Community Development, Community Services, Public Works, Animal Services, Redevelopment Agency, and Code Enforcement.

**Placer County, CA – Law Enforcement Cost Study for New Developments**

Citygate was contracted by Placer County to recommend a law enforcement operational plan for each of three new developments planned for the County: Placer Vineyards, De La Salle, and Placer Ranch. In establishing the operational plan, Citygate was asked to review and recommend methodologies and criteria for determining an urban level of staffing, equipment and facilities for each development, comparing the recommended operational plans to appropriate nearby jurisdictions or developments, and finally using a methodology and criteria that could be used by the County in assessing the law enforcement cost impact of future developments.



**City of Folsom, CA – Police Chief Recruitment Assistance**

Citygate assisted the City of Folsom with the recruitment of a new Police Chief by applying character and behavior psychometric instrumentation to existing command staff as well as potential Police Chief candidates. This process had two objectives: (1) determining the scientifically quantifiable character and behavior of the existing command staff, and (2) determining the character and behavior profile of Police Chief candidates and assessing the “fit” of the recruitment candidates with the existing command staff.

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**3.3 CLIENT REFERENCES**

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Below, Citygate provides a list of references for related engagements. We strongly encourage the County to contact these references to see why agencies continue to call on Citygate.

**Monterey County, CA**

Project: Comprehensive Services Delivery and Staffing Review of the Sheriff's Department

Mr. Michael Moore, Undersheriff  
(831) 755-3859

**City of Glendale, AZ**

Project: Comprehensive Public Safety Deployment and Performance Review of the Police and Fire Departments

Ms. Debora Black, Former Police Chief of  
Glendale, AZ / Current Police Chief of  
Prescott, AZ  
(928) 777-1900

**City of San Luis Obispo, CA**

Project: Comprehensive Services Delivery and Staffing Review

Ms. Deanna Cantrell, Police Chief  
(805) 781-7256

**City of Eloy, AZ**

Project: Comprehensive Services Delivery and Staffing Review

Mr. Harvey Krauss, City Manager  
(520) 466-9201

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**3.4 CITYGATE'S DISTINGUISHING CHARACTERISTICS IN THE MARKETPLACE**

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In one word – **trust** – founded on these core values:

Ethics: We will use rational information to help elected officials make informed policy choices. Our opinions are not for “sale” to those that might want to slant a recommendation because they are paying for the advice.

Quality: We deliver a complete work product that meets the client's *local* needs. We do not use one-size-fits-all reports. Our reports clearly use facts to frame

appropriate recommendations that the civilian reader can understand. We do not use industry jargon or jump to conclusions that only a law enforcement individual would understand.

Timeliness: We will offer our clients a realistic timeline and always complete our work within that timeline. Where we have not, it is due to the client needing more time to schedule events or to produce background information.

Sensitivity: We will understand at the project kick-off what the stakeholder issues are and what information will be needed to completely address them. We are careful to respect local issues. We do not take sides. We rationally analyze information and present policy choices. We are quiet, “backstage” experts who let the local officials set and explain public policy.

Independence: Citygate provides a dependable independent voice (perspective, viewpoint, evaluation, assessment). Citygate is not aligned with any special interest group or association.

## SECTION 4—PRICING PROPOSAL

### 4.1 PROJECT COST/BILLING

Our charges are based on actual time spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, printing, clerical, and support services related to the engagement. We will undertake this study for the “not-to-exceed” total costs presented below.

#### 4.1.1 Overall Project Cost

Hourly Fees of Project Team	Reimbursable Expenses	Administration (5% of Hourly Fees)	Total Overall Project Cost
\$84,715	\$1,161	\$4,236	\$90,112

Citygate’s core overall project consists of the elements found in the following table.

Overall Project Cost Components	Cost
Citygate Project Team Analysis	\$65,542
Comm Center Solutions Analysis (See Task 3)	\$24,570
<b>Overall Project Cost</b>	<b>\$90,112</b>

This cost proposal reflects our best effort to be responsive to the County’s needs for this study at a reasonable cost. If our proposed scope of work and/or costs are not in alignment with County needs or expectations, we are open to discussing modification of our proposed scope of work and associated costs.

#### 4.1.2 Project Options

Our Work Plan describes several options for obtaining additional employee input and resident feedback. The cost for these options is presented in the following table. The County is invited to include these options in this important project, at the following costs, as it sees fit.

## Yuba County Sheriff's Department

### Proposal to Conduct a Comprehensive Services Delivery and Staffing Review

Project Options	Cost
Employee Survey Option	\$5,000
Resident Survey Option	\$5,000
Community Meeting Option	\$4,249
<b>Total Cost of Study Options</b>	<b>\$14,249</b>
<b>Total Project Cost with All Study Options</b>	<b>\$104,361</b>

#### 4.2 CITYGATE COST AND BILLING TERMS

The price quoted above is effective for 30 days from the date of receipt for this proposal and includes one (1) draft cycle as described in Task 5 of our Work Plan to be completed by Citygate and the City within 10 working days. Additional Draft Report cycles or processing delays requested by the City would be billed in addition to the contracted amount at our time and materials rates. When changes are agreed upon, Citygate will provide up to six (6) bound color copies of the Final Reports and one (1) reproducible master copy on CD-ROM. The Draft Reports will be considered to be Final if there are no suggested changes within thirty (30) days of the delivery of the Draft Reports.

If the City decides to delay our final presentation in Task 6 after acceptance of the final work products, Citygate will accommodate such a request, but will charge two administrative hours per month to keep the project in suspense until the presentation is delivered. If this causes the billing to exceed the contracted amount, the City will be billed for the additional hours above the contracted amount.

We will bill monthly for time, reimbursable expenses incurred at actual costs (travel), plus a five percent (5%) administration charge in lieu of individual charges for copies, phone, etc. Our invoices are payable within thirty (30) days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter. Our practice is to send both our monthly status report and invoice electronically. Once we are selected for this project, we will request the email for the appropriate recipients of the electronic documents. Hard copies of these documents will be provided only upon request. We prefer to receive payment by direct deposit, if available.

We request that ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset our start-up costs. This advance would be credited to our last invoice.

**Yuba County Sheriff's Department**

Proposal to Conduct a Comprehensive Services Delivery and Staffing Review

**4.3 STANDARD HOURLY BILLING RATES**

Classification	Rate	Consultant
Citygate President	\$ 225 per hour	David DeRoos
Law Enforcement Services Practice Leader	\$ 250 per hour	Sam Spiegel
Law Enforcement Services Specialist and Project Manager	\$ 175 per hour	Matt Morgan
Law Enforcement Services Specialist	\$ 175 per hour	James Lewis
Statistical, GIS, and Operational Analysis Specialist	\$ 170 per hour	Eric Lind
Public Safety Communications Specialists	\$ 195 per hour	Comm Center Solutions
Report Project Administrator	\$ 125 per hour	Chad Jackson
Administrative Support	\$ 95 per hour	Various

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# **APPENDIX A**

# **CODE OF ETHICS**

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## CODE OF ETHICS

### CLIENTS

1. We will serve our clients with integrity, competence, and objectivity.
2. We will keep client information and records of client engagements confidential and will use proprietary client information only with the client's permission.
3. We will not take advantage of confidential client information for ourselves or our firms.
4. We will not allow conflicts of interest which provide a competitive advantage to one client through our use of confidential information from another client who is a direct competitor without that competitor's permission.

### ENGAGEMENTS

5. We will accept only engagements for which we are qualified by our experience and competence.
6. We will assign staff to client engagements in accord with their experience, knowledge, and expertise.
7. We will immediately acknowledge any influences on our objectivity to our clients and will offer to withdraw from a consulting engagement when our objectivity or integrity may be impaired.

### FEES

8. We will agree independently and in advance on the basis for our fees and expenses and will charge fees and expenses that are reasonable, legitimate, and commensurate with the services we deliver and the responsibility we accept.
9. We will disclose to our clients in advance any fees or commissions that we will receive for equipment, supplies or services we recommend to our clients.

### PROFESSION

10. We will respect the intellectual property rights of our clients, other consulting firms, and sole practitioners and will not use proprietary information or methodologies without permission.
11. We will not advertise our services in a deceptive manner and will not misrepresent the consulting profession, consulting firms, or sole practitioners.
12. We will report violations of this Code of Ethics.

The Council of Consulting Organizations, Inc. Board of Directors approved this Code of Ethics on January 8, 1991. The Institute of Management Consultants (IMC) is a division of the Council of Consulting Organizations, Inc.



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## **APPENDIX B**

# **PROJECT TEAM RESUMES**

Sam Spiegel retired as Chief of Police and Director of Emergency Services for the City of Folsom, California in November of 2010. He served in that capacity for over nine and a half years. During his tenure as Chief, he also served as the interim City Manager / Assistant City Manager. A 39-year veteran in law enforcement, he is recognized as a successful leader and problem solver with strong organizational and leadership development skills. He has proven experience working with community groups, labor unions, city departments, developers, City Councils, and both state and federal legislators.

Throughout his tenure in law enforcement, he performed a myriad of assignments, and is a recognized subject matter expert on Pursuit Policy and Emergency / Critical Incident Management. He has instructed and assisted in the development of many training programs that included Employee and Leadership Development, Continuous Improvement Teams, Interest Based Negotiating, Pursuit Policy Guidelines, Internal Affairs Investigations, High Risk Stops, Role of the Executive Assistant to the Chief, and Crime Prevention Through Environmental Design. He has worked extensively on Economic Development, Business Retention, and Planning issues in fast-paced developing communities.

He holds a Master's Degree in Management, a Bachelor's Degree in Criminal Justice, his State teaching credential, and is a graduate of the P.O.S.T. Command College and the FBI National Academy.

Until his retirement, Chief Spiegel was the Chairman of the Law and Legislative Committee for the California Police Chiefs Association, Past-President of the California Peace Officers Association, and former member of the California Homeland Security Public Safety Advisory Council. He has ten years service to the Governor's Office of Emergency Services, 9-1-1 Advisory Committee, a gubernatorial appointment. He previously served six years as a member of the Commission on Peace Officer Standards and Training Advisory Committee.

Locally, he was the Chairman of the Sacramento Operational Area for emergency preparedness and response, and a member of the Administrative Authority that reviews and awards grant funding for the region.

Appointed in April of 2001, Chief Spiegel guided the growth and development of the Folsom Police Department (FPD) from a small agency of forty-seven sworn officers to a mid-size organization with a staff of ninety sworn personnel. During his tenure, the reputation of the Department expanded as the leadership developed and professionalism grew. The Department is highly regarded statewide for its innovation and expansive programs, both in the community and public safety profession. With members of the Department now serving on State Training committees and as faculty members for instructional institutions, FPD serves as a training component in the innovative Patrol Training Officer Program, regarded as the premiere training model for police officers.

Under Chief Spiegel's leadership, the Law Enforcement Service Delivery Plan model was created. It is still used today to guide the growth of Folsom Police Department. Other innovative programs included the Continuous Improvement Team, Folsom Mounted Unit, Honor Guard, Commercial Enforcement Program, Community Clergy Group, Advisory Committee on Homeless in Folsom and many others. The City of Folsom has been the safest community in Sacramento County for several recent years. Chief Spiegel credits that to the dedication of the

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men and woman of the Police Department and the tremendous support and collaboration of the community.

**Related Citygate Experience Includes:**

- ◆ Currently serving as Law Enforcement Services Senior Specialist and Project Manager to perform a comprehensive services delivery and staffing review for the Monterey County Sheriff's Department.
- ◆ Served as Police Services Senior Specialist to perform a comprehensive public safety deployment and performance review of the Police and Fire Departments for the City of Glendale, AZ.
- ◆ Currently serving as Law Enforcement Services Senior Specialist and Project Director for a comprehensive services delivery and staffing review of the San Luis Obispo Police Department.
- ◆ Served as Law Enforcement Services Senior Specialist and Project Manager for a comprehensive services delivery and staffing review for the City of Eloy, AZ.
- ◆ Developed the model and produced two Police Service Delivery Plans (SDP) for the City of Folsom.
- ◆ Served as Law Enforcement Practice Leader for a fire and police service impacts for the Millbrae Station area plan.
- ◆ Served as Project Manager to perform a survey and cost comparison for recently constructed public safety facilities/projects for the City of Claremont.

**Professional Experience Includes:**

- ◆ 2001-2010, Chief of Police, City of Folsom, California
  - Jan 1-Oct 15, 2006, Assistant City Manager, City Manager, Chief of Police, City of Folsom – During this period of time, in addition to Chief of Police, was responsible for overall operations and oversight of all departments in the City as City Manager. FY budget was \$193.3 million; \$58.7 million for the General Fund, \$41.3 million for Enterprise Fund operations, \$28 million for Special Revenue Funds, \$12.4 million for Debt Service Funds, and \$37.9 million for Capital Improvement Program (CIP) projects.
  - Chief of Police – Responsible for the planning, direction and review of all facets of the Police Department and City policing programs. Provided leadership and administrative direction in accordance with Federal, State and local laws; implemented leadership program for professional development and succession planning. Oversight of activities and operation of the Police Department law enforcement investigations, community policing, protection of life and property, crime prevention, administrative support services, community outreach and public relations.
  - Coordinated assigned activities with other City departments and outside agencies; updated the City-wide Emergency Operations Plan; assuming

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the responsibilities as the Emergency Services Director. Provided highly responsible and complex administrative support to the City Manager; exercised direct technical and functional supervisor over sworn, technical, and clerical staff.

- Supervised and participated in the development and administration of the Police Department budget; selected, trained, motivated, and evaluated personnel; created the Continuous Improvement Team – a cross-section representation of all levels in the Department empowered to address, solve and implement changes for the overall improvement of the Department and its service to the community. Maintained and fostered positive community relations; cooperated with local and regional law enforcement. Was actively involved in regional law enforcement issues, training, and collaborations. Championed diversity in the community and work place, maintaining open, accessible and sincere communications with employees, labor unions, department heads, community groups, and City Council. Maintained strong presence in the community working collaboratively to enhance the quality of life in Folsom. Annual budget: \$20,000,000.

◆ 1996-2001, Captain, City of Corona, California

- Division Commander, Administrative Services Division – which includes Communications, Records, Administration, Community Relations - Crime Prevention, Volunteer Services, Personnel and Training, Computer Services, Development Plan Review, Grant Administration, Budget Development and Fiscal Management of annual budget. Field Services Division – (106 total personnel) which has included Community Policing Patrol, Canine Teams, Special Response Team (SWAT), FLEX Team (formerly Street Problem Solving & Gang Detail), Problem Oriented Policing Team, Traffic, Reserves, Field Training Officer Program and Mounted Unit.

◆ 1985-1996, Police Lieutenant, City of Corona, California – Bureau Commander

- Responsible for one of six major bureaus of a department of 200 full-time employees; performed duties of acting captain. Responsibilities included: presentations before City committees and civic groups; department budget development and management; administrative review and discipline; legal liaison with city attorney; conducted sensitive internal investigations related to city liability; field operations (patrol, traffic, special events, canines) and criminal investigations; crime prevention; personnel hiring and training, records and communications, professional standards and planning. Significant achievements included: design and implementation of Community Policing community office; assisted in design and implementation of Department's strategic plan; writing of federal and state grants; initiated, developed, and delivered community policing-problem solving training department-wide; design of department rules, regulations and policies; enhancement of department radio/communications system;

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developed, designed, and implemented critical incident/disaster plan, protocol and training.

- ◆ 1982-1985, Police Sergeant, City of Corona, California
  - Patrol & Traffic Sergeant, acting lieutenant and watch commander; supervised traffic officers and related investigations; developed and managed traffic citation/records system; served as liaison with city traffic engineer on circulation planning; coordinated Department's responses to developmental plan reviews with City planning; coordinated training of personnel; developed training programs; conducted personnel investigations; conducted disaster preparedness; coordinated hazardous materials response; prepared budgets.
- ◆ 1974-1982, Police Cadet / Officer / Deputy Sheriff / Detective, City of Corona/County of Riverside, California
  - Assigned to a variety of positions including Schools, Dispatch, Patrol, Traffic and Commercial Enforcement, Traffic Accident Investigation and Criminal Investigation.
  - Administrative assignments included developing municipal code ordinances relating to traffic.
  - Crimes Persons and Property Detective, responsible for investigation of major crimes including narcotics investigation; development of special funding plans for equipment acquisition; initiated, developed and implemented criminal intelligence program; trained new detectives; and developed expertise as an expert witness in court.

#### **Specific Achievements and/or Experience:**

- ◆ Emergency Operations Plan
- ◆ Mobile Command & Communications Unit
- ◆ Updating to equipment and technologies / Standardization of firearms
- ◆ Dispatch upgrade
- ◆ Expanding the Volunteer Program to encompass the Fire Service and CERT
- ◆ Public Safety Awards and Community Recognition events

#### **Special Activities and Awards:**

- ◆ Appointed by Governor Schwarzenegger to State 9-1-1 Advisory Committee
- ◆ Chair, Sacramento Operational Area Council
- ◆ Member six years, Commission on Peace Officer Standards and Training, Advisory Committee
- ◆ Member, Governor's Office of Homeland Security Advisory Council
- ◆ Police Chief of the Year 2003 Presented by WE-TIP National

- ◆ Member, C.L.E.T.S. Advisory Board – California Law Enforcement Telecommunications System
- ◆ Presenter, League of California Cities – “Collaborative Efforts of Public Safety and Public Works Departments”
- ◆ Presenter, League of California Cities – “Collaborative Efforts of Public Safety in the face of Terrorism”
- ◆ Presenter, Views from the FBI, L.E.T.N., Standardized Emergency Management Systems
- ◆ Subject Matter Expert; Pursuit Driving Guidelines, California Commission on P.O.S.T.
- ◆ Presenter, California Commission on P.O.S.T. Chiefs, Sheriffs and Command Officers Course, *Standardized Emergency Management System*, Palm Springs, CA
- ◆ Member, Riverside County Multi-Casualty Incident Planning Task Force
- ◆ Presenter, California Commission on P.O.S.T. Chiefs, Sheriffs and Command Officers Courses, *New Technologies Facing Law Enforcement, Incident Command System for Executive Staff*
- ◆ California Legislature; Certificates of Appreciation
- ◆ American Legion, Citation for Aircraft Crash Rescue

#### **Professional Affiliations:**

- ◆ American Leadership Forum
- ◆ Former Law & Legislative Chairman - California Police Chiefs Association
- ◆ Past President, Executive Board Member, California Peace Officers' Association
- ◆ Command College Alumni Association
- ◆ FBI National Academy Associates
- ◆ California Public Radio Association
- ◆ California Law Enforcement Association of Records Supervisors
- ◆ American Radio Relay League
- ◆ Police Legal Advisors, California Peace Officers Association
- ◆ Corona Police Officers' Association, Former Vice-President
- ◆ National Airborne Law Enforcement Association
- ◆ International Association of Chiefs of Police

Matt Morgan was hired by the Sacramento County Sheriff's Department in March of 1989. He served the community for more than 27 years before retiring from the Department at the rank of Captain. During his tenure with the Department, he held assignments at all ranks in the areas of corrections, patrol, investigations, and administration.

Serving as the Captain of Professional Standards, Captain Morgan was integral in the Department's efforts to bring together the areas of recruiting, pre-employment, academy, training, risk management, and Internal Affairs into one command. The desired outcome was to create a system whereby the best candidates could be identified, hired, trained, and guided through productive careers. Matt's final assignment was Captain of the North Area Station. He oversaw a budget of \$43 million and the work product of more than 175 sworn officers and support staff. Of particular relevance to the City of Surprise's project needs are Captain Morgan's vast experience across law enforcement disciplines, having commanded Internal Affairs, County patrol divisions, contract city police departments, investigations, and corrections. He was responsible for the retooling of Internal Affairs, bringing global perspective to the Division. By uniting Recruiting, Pre-Employment, Academy, In-Service Training, Internal Affairs, Legal Affairs, and Risk Management under his command, the department vastly improved its ability to identify, hire, train, and retain the most qualified personnel.

During his career, Captain Morgan was on the boards of numerous civic and law enforcement related charitable groups, the most rewarding of which was serving as the first President and founder of the Rancho Cordova Police Activities League. Matt has a Bachelor's degree in English Literature, and is a graduate of California P.O.S.T. Command College.

#### **Related Citygate Experience Includes:**

- ◆ Currently serving as Law Enforcement Services Specialist to perform a comprehensive services delivery and staffing review for the Monterey County Sheriff's Department.
- ◆ Currently serving as Law Enforcement Services Senior Specialist for a comprehensive services delivery and staffing review of the San Luis Obispo Police Department.

#### **Experience:**

*Sheriff's Captain:*

*02/2013 to 12/15/2014*

- ◆ **Division Commander** – Responsible for all personnel and budget matters related to assigned division. Liaison between the community and Executive staff. Responsible for bringing the wishes of the community together with the reality of our resources to produce the best law enforcement services available.
- ◆ **Professional Standards Division Commander** – Internal Affairs, Pre-Employment, In-service Training, Academy, Range, Legal Affairs, and EVOC.
- ◆ **North Division Commander** – Patrol services for over 400,000 citizens/visitors/commuters, over 200 sworn staff and professional staff, and a budget of \$43 million.



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*Sheriff's Lieutenant:*

*04/2006 to 02/2013*

- ◆ Duties: Law enforcement leadership through planning, organizing, staffing, budgeting, and directing personnel and resources to improve public safety and enhance the quality of life.
- ◆ **Commander of Professional Standards Bureau** – Internal Affairs and Legal Affairs
- ◆ **Employee Relations Officer** – High level employee discipline and performance issues, Department responder for grievances from over 20 Recognized Employee Organizations, coordinated Fitness for Duty examinations, assisted survivors with Line-of Duty deaths benefits, Law Enforcement Chaplaincy liaison, and other duties as required.
- ◆ **Patrol Watch Commander for East Division and Rancho Cordova Police** – Shared command between the Sheriff's Department and contract services with the City of Rancho Cordova.
- ◆ **Watch Commander at the Main Jail Division**

*Sheriff's Sergeant:*

*01/2000 to 04/2006*

- ◆ Duties: Responsible for staffing, training, evaluating, educating, motivating, and disciplining subordinates in furtherance of the department's mission. I held multiple positions in this rank: Detective Sergeant for Child Support Revenue Recovery, Patrol Sergeant for Citrus Heights Police Department, and Shift Sergeant at the Main Jail.

*Sheriff's Deputy:*

*04/1989 to 01/2000*

- ◆ Duties: Held multiple positions in this rank: Burglary Detective – North Burglary Bureau, Patrol Officer for Citrus Heights Police, Patrol Officer for North Patrol Division, and Custody Deputy at the Main Jail.

### **Education:**

- ◆ Bachelor of Arts in English Literature: Union Institute, Sacramento, 1993.
- ◆ P.O.S.T. Command College, Class #47: Folsom, 2010

### **P.O.S.T. Certificates**

*P.O.S.T. Certificates: Posses the Basic, Intermediate, and Advanced Officer Certificates as well as the Supervisory and Management Certificates.*



Undersheriff James (Jamie) Lewis was hired by the Sacramento County Sheriff's department in April 1985. Serving more than 30 years with Sacramento County, James has held assignments in virtually every division of the Department, including commands in air operations, patrol, and security services. Currently serving as the Undersheriff, James is responsible for day to day operation of a staff of approximately 2100 employees, 1390 of which are sworn, serving a population of 1.2 million citizens in a jurisdiction covering more than 700 square miles. James' expertise spans the myriad of law enforcement functions with an emphasis on corrections, public relations, and patrol operations.

Serving for more than 6 years as the Chief Deputy in charge of Corrections and Court Security, James was responsible for managing two traditional incarceration facilities with an average daily population of 4100 inmates and a jail staff of more than 600, in addition to an alternative to traditional custody operation with an average daily population of more than 2000, which includes Work Project, Home Detention, and alternative sentencing.

James was on the forefront of implementing the department's response to realignment, and for the first four years following the passage of AB-109, served as the Co-Chair to the region's Community Corrections Partnership (CCP). As the Co-Chair, James oversaw an influx to the Sheriff's Department of more than 68 percent of the CCP allocation to enhance existing and establish new inmate programs directed at reducing recidivism. These educational, vocational, and rehabilitative programs, which exist today, maximize opportunities for offenders to successfully reintegrate back into the community.

James has a Bachelor's degree in Law Enforcement Management, and is a graduate of the LAPD West Point Leadership program.

**Related Citygate Experience Includes:**

- ◆ Currently serving as Corrections and Law Enforcement Services Specialist to perform a comprehensive services delivery and staffing review for the Monterey County Sheriff's Department.
- ◆ Currently serving as Law Enforcement Services Senior Specialist and Project Manager for a comprehensive services delivery and staffing review of the San Luis Obispo Police Department.
- ◆ Served as Law Enforcement Services Specialist for a comprehensive services delivery and staffing review for the City of Eloy, AZ.

Eric's 18 years' experience spans several industries, including two years in municipal government as a performance improvement analyst. His municipal government experience has largely focused on public safety performance improvement projects. He has performed an administrative performance assessment of civilian police staff, a fire facilities location study, and an alternative fire service delivery modeling. He has developed baseline system-wide EMS response time capability and testing alternative models, reviewed MPDS systems and dispatch priorities for EMS systems, and improved Fire/EMS dispatch process flow.

Eric has used performance improvement and business transformation techniques throughout his career across the globe. He is skilled with developing and conducting statistical research to answer operations questions. He is equally comfortable with survey research. Eric has two published survey research papers; including one he developed for Rotary International.

Eric is a Lean Six Sigma Certified Black Belt and has a Bachelors and two Masters Degrees in International Business; each from a different country.

**Relevant Experience Includes:**

- ◆ Currently serving as Statistical and Operational Analysis Associate to perform a comprehensive services delivery and staffing review for the Monterey County Sheriff's Department.
- ◆ Currently serving as Statistical and Operational Analysis Associate to perform a comprehensive services delivery and staffing review of the San Luis Obispo Police Department.
- ◆ Served as Statistical and Operational Analysis Associate for a comprehensive services delivery and staffing review for the City of Eloy, AZ.
- ◆ Currently serving as EMS Statistical Specialist to conduct a Regional Fire Services Standards of Cover Analysis and a Capacity Constraint Analysis for the Ventura County Fire Protection District.
- ◆ Currently serving as Statistical and Operational Analysis Associate to provide EMS System Consultation Services for the Alameda County Health Care Services Agency.
- ◆ Performed an administrative performance assessment of civilian police staff.
- ◆ Modeled baseline system-wide EMS response time capability and testing alternative models.
- ◆ Analyzed and reviewed MPDS systems and dispatch priorities for EMS systems.
- ◆ Analyzed and improved of Fire/EMS dispatch process flow.

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## **Experience:**

### *Performance Analyst*

*City of Vancouver, WA*

*September 2012-August 2014*

- ◆ Worked with directors across the city to obtain requirements for business transformation projects and led the development, testing, and implementation of business solutions. Provided training to 200+ city staff on Lean Six-Sigma concepts and tools, including the DMAIC method, statistical process control, hypothesis testing, and others.
- ◆ Worked closely with the Police chief and his staff to review several administrative functions with the goal of staffing the East Precinct front desk within existing budget constraints. Analysis revealed that the purchasing, inventory, and grants management functions could be simplified and reconfigured in order to staff the East Precinct front desk with no additional labor cost.
- ◆ Worked closely with the Fire Chief and key staff to define objectives for business transformation projects:
  - Use SUVs to respond to medical calls reduce response time and cost, and maintain/ improve the quality of patient care. Although test results were favorable, alternative tactical configurations were recommended to improve results, and will be tested this year.
  - Assess the optimum composition, configuration, and geographic placement of fire stations given population growth, call volume and location, and budgetary constraints. Results revealed that moving two fire stations would improve response time for critical service areas as well as improve tactical capability.
  - Worked with city and county partners to examine Clawson code types and prioritize them appropriately. For example, assaults and attempted suicides were reduced from priority 1 to priority 2 because police must secure the scene prior to EMS providing service.
- ◆ Conducted a variety of full life-cycle survey projects from birth-to-earth including: identifying research questions, survey development, data gathering and cleanup, analysis, interpretation, and making recommendations.
- ◆ With the CFO and finance team, scoped and defined a project aimed at reducing error and cycle time in the Procure-to-Pay process.
- ◆ Trained and led a team of fire department analysts on the scientific method to help them execute pilot projects successfully from problem definition to solution implementation.

### *Volunteer Research Analyst*

*Rotary International, Evanston, IL.*

*May 2011-December 2011*

- ◆ In collaboration with the CIO and Rotarians across the world, completed a full-scale global marketing research study to determine how Rotary International

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might better leverage social media technology to help Rotarian volunteers be more effective in their Rotary work.

- ◆ Worked with Rotary's Chief Information Officer to identify the research question and develop a scientifically robust survey instrument for testing.
- ◆ Rotarians were interviewed to develop a qualitative framework of concepts relevant to the research question, and a quantitative survey instrument was developed out of the conceptual framework.
- ◆ After a pilot test of the survey, a 66 question survey was developed around 14 statistically valid and reliable constructs.
- ◆ The survey was translated to seven languages, back translated, and distributed to 26,500 Rotarians world-wide, with 1100+ valid responses coming from 72 countries. A final 58-page statistical analysis with strategic recommendations was provided to the board of directors, including that Rotary should increase its Facebook presence because it is a significant factor ( $p < .000$  @ 18% of the variance) in driving club engagement among Rotarians; particularly for Rotarians who are involved in international, vocational, and youth service projects.

#### *Consultant*

*Confidential Client, China*

*April 2011-August 2011*

- ◆ Client requested assistance with handling a variety of human resource challenges in advance of a major acquisition-based market expansion. The focus of the project was to identify tools and techniques to facilitate transfer of corporate policy and processes to improve post-acquisition integration. Particular focus was given to knowledge transfer due to Chinese labor market conditions, because job-hopping was commonplace in China at the time.
- ◆ Identified that labor market competitive advantage in the Chinese labor market could be achieved through employee performance planning. E.g. employees with specific objectives to achieve, coupled with corporate support in training, motivation, and performance rewards are better equipped to retain key talent.
- ◆ Demonstrated how Lean Six Sigma can foster the transfer of tacit knowledge to explicit knowledge with careful inquiry and documentation.
- ◆ Demonstrated how Lean Six-Sigma is an excellent method to measure performance for continued employee development, knowledge management, and process quality control.
- ◆ Demonstrated how performance planning helps companies improve quality by partnering with employees to establish mission-aligned performance goals.
- ◆ Recommended enhancements to company's corporate training & education programs to improve the reach and effectiveness of employee training, while simultaneously reducing training costs.

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## *Graduate Student*

*ESC Rennes School of Business, Rennes, France*

*September 2010-April 2012*

- ◆ Completed a dual M.A. in International Business at ESC Rennes School of Business (otherwise known as *Ecole supérieure de Commerce de Rennes*) and Open University (Milton-Keynes, UK). Courses for both degrees were held in France.

## *Project Manager*

*AT&T Global Network Services, Southbury, CT*

*May 1999-June 2010*

- ◆ AT&T Global Services provides virtual private network (VPN) services to enterprise customers via its global data network backbone. The Service Delivery team manages an average WIP of 3,500 customer projects daily, with annual revenues of approx. \$4.7 billion world-wide (as of year-end 2010). Directed daily provisioning operations; supervising six provisioning teams consisting of 65 individuals in the U.S. Supported 130+ upstream project managers, and 100+ network engineers, in North & South America, Europe, and Asia-Pacific.
  - Defined and led multiple process improvement projects with statistically significant improvements in cycle-time and variance. Received a Customer Service Excellence award for these improvement projects; awarded to less than 0.1% of employees world-wide.
  - Developed a variety of tools and reports to help detect, control, eliminate, and mitigate process errors, as well as improve flow and cycle time.
  - Used quantitative data to analyze operational trends and develop and implement strategic quality improvement projects.
  - Developed and provided training to hundreds of employees in North & South America, Europe, and Asia-Pacific.
  - Provided regular progress reports and presentations on quality improvement projects to the division VP and other senior management.

Other job functions at AT&T:

- Transport Manager (03-06) - Primarily responsible for ensuring delivery of network services (circuits and PVCs) for client projects.
- Circuit Build Coordinator (01-03) Primarily responsible for data circuit engineering and circuit delivery.
- Circuit Order Writer (99-01) Primarily responsible for placing vendor purchase orders for data circuits.

## *Technical Service Manager*

*TJS Electronics & Peripherals Inc., Bradford, CT*

*February 1997-May 1999*

- ◆ Tested and assembled product for delivery. Managed product returns and customer service for enterprise clients. Provided training and support to customers as needed.

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- Slashed average daily inventories by USD \$50,000 per month (or 5% of annual revenues) through Just-In-Time/Toyota Production System techniques.
  - Co-developed one of the first USB external hard discs.

**Education:**

- ◆ M.A., INTERNATIONAL BUSINESS, Ecole Supérieure de Commerce de Rennes, Sep '10 – Apr '12
- ◆ M.A., INTERNATIONAL BUSINESS, Open University, Sep '10-Apr '12
- ◆ B.S., INTERNATIONAL BUSINESS, Quinnipiac University, Aug '03-Jan '08
- ◆ Magna Cum Laude

**Certificates:**

- ◆ Lean Six Sigma Black Belt, Pyzdek Institute LLC Sep '14
- ◆ Lean Six-Sigma Green Belt, AT&T (Juran Institute) Oct '08
- ◆ Lean Six-Sigma Yellow Belt, AT&T (Juran Institute) Apr '08

Lynn A. Freeman is one of the principal consultants/co-founders of Comm Center Solutions. In addition to consulting, Lynn holds the position of Deputy Director of the Critical Support and Logistics Division for the Simi Valley Police Department. Lynn has worked for the Simi Valley Police Department for 37 years in a variety of assignments. She started in the dispatch center as a Public Safety 9-1-1 Dispatcher, promoted to Communications Manager and then most recently to Deputy Director. Reporting directly to the Chief of Police, Lynn is responsible for administrative oversight of five civilian units including: Communications (9-1-1/Dispatch), Crime Analysis, Fiscal, Records Management, and Fleet and Facility Management. Lynn is tasked with development and implementation of Department's \$29 million budget and directs staff of 40 employees, including five managers.

Previously, she was the communications manager at Simi Valley Police Department, a position Lynn held from 1990 to 2013, Lynn was responsible for oversight of day-to-day operations of the Communications Unit. In 2012, Lynn served as project co-manager for \$1.6 million, highly complex, highly efficient, fully redundant, multi-agency, regional Next Generation 9-1-1 system serving four different locations.

Lynn has built dispatch centers figuratively from the ground up, including a new facility in 1998 and the total remodel of communication centers with the most recent in 2012. In addition, Lynn has managed a multitude of projects and upgrades, including implementation of two computer aided dispatch (CAD) systems, voice logging recorders, 9-1-1 systems, and satellite/back-up facility. While the communications manager, Lynn developed new positions in the Center, including shift supervisors, initiated job-sharing opportunities, and secured part-time assistance.

Lynn was employed as a civil litigation paralegal for a personal injury law firm from 1981 to 2007. Lynn's responsibilities included assisting attorneys with personal injury and medical malpractice litigation, managing a caseload of over 200 clients. Lynn's duties included preparing court documents, conducting research, and client communications.

Lynn is a certified Emergency Number Professional, holds a Center Manager Certificate, Public Safety Telecommunications Certificate and Civil Litigation Certificate. Lynn's formal education accomplishments include an Associate's Degree in Administrative of Justice, and Bachelor's and Master's degrees in Emergency Management, with a minor in Public Safety Telecommunications.

**Professional Experience Includes:**

- ◆ 2013-Present, Co-founder & Principal Consultant, Comm Center Solutions
  - Providing consulting services through comprehensive analysis to develop realistic solutions for issues challenging public safety communications centers and civilian law enforcement personnel.
- ◆ 1977-Present, Simi Valley Police Department
  - Deputy Director – Police Administration, Critical Support & Logistics (2012-Present) – Reporting directly to the Chief of Police, responsible for administrative oversight of five civilian units including: Communications



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- (9-1-1/Dispatch), Crime Analysis, Fiscal, Records Management, and Fleet and Facility Management.
  - Communications Manager (1990-2012) – Responsible for oversight of day-to-day operations of the Communications Unit and all personnel issues.
  - Dispatcher/Training Dispatcher (1977-1990) – Received, processed, and dispatched police calls for service. Assisted officers and citizens. Trained new personnel.
  - ◆ 1981-2007 – L.M. Schulner & Associates
    - Civil Litigation Paralegal – Assisted attorneys with personal injury and medical malpractice litigation.

#### **Specific Achievements and/or Experience:**

- ◆ Communications Center walk-station implementation, 2009
- ◆ Routing on Empirical Data (RED) project to reroute wireless 9-1-1 calls, 2006 – 2011
- ◆ Operation Unveil, Opening of Air Force One at Reagan Library, 2005
- ◆ Operation Serenade, President Reagan's Funeral, 2004
- ◆ Developed Tactical Dispatcher Team, 2002
- ◆ Coordinated Alternate Public Safety Answer Point, East County Sheriff's Station, 2000
- ◆ Implemented Computer Aided Dispatch (CAD) systems, 1994 and 2004
- ◆ Developed Senior Dispatcher rank, 1997
- ◆ Supervised installation of original 9-1-1 system, 1983
- ◆ Managed Communications Center remodels, 1983, 1998, and 2012

#### **Special Activities and Awards:**

- ◆ Meritorious Service Award, Chief's Award, Simi Valley Police Department, 2010
- ◆ Leadership Simi Valley, graduate, 2010
- ◆ Civilian of the Year, Simi Valley Police Department, 2006
- ◆ Chaired Recognition Committee, 2001 – 2009

#### **Professional Affiliations:**

- ◆ National Emergency Number Association (NENA)
- ◆ Association of Public-Safety Communications Officials, International (APCO)
- ◆ Municipal Management Association of Southern California



Recognizing a void in public safety 9-1-1 professional consultants and specialists, Danita and her partner formed an all-inclusive consulting agency to address any and all issues in public safety communications centers. Specializing in providing public safety agencies with an array of services to meet the increasing challenges in today's public safety communications, Comm Center Solutions' expertise includes personnel issues, operations, staffing, investigations, incident reconstruction, quality assurance, Next Generation 9-1-1, and project management. Comm Center Solutions offers balanced, insightful, and tested solutions for 9-1-1 challenges. With over 70 years of combined service in dispatch centers, Comm Center Solutions' experience is unmatched.

Danita L. Crombach is one of the principle consultants/co-founders of Comm Center Solutions. Danita is widely recognized as a leader in many areas of public safety communications. Danita has been actively involved in organizations such as the National Emergency Number Association (NENA), most recently as President of the California chapter of NENA (CALNENA). She is a Senior Member with the Association of Public-Safety Communications Officials, International (APCO), and served as Secretary for the Southern California chapter (CPR). Danita has also been involved with the Commission on Peace Officer Standards and Training (POST) and, at POST's request, has participated in many committees, most notably as the POST Region 8 (Ventura County, Santa Barbara County and San Luis Obispo County) Representative on the Public Safety Dispatcher Advisory Council (PSDAC). After completing her term, Danita was asked to remain on the PSDAC as a legislative advisor and as a member of the Best Practices Committee.

In her role as CALNENA President, Danita ignited a groundswell of action within the public safety communications industry, the Federal Communications Commission (FCC), and the wireless service providers with a filing that demonstrated a radical reduction in the delivery of accurate wireless 9-1-1 caller information in recent years. As a result, FCC workshops were conducted, meetings were held, and proposed rules are nearing implementation. Once finalized, the FCC will have the ability to take enforcement action with wireless service providers that do not comply with the rules in the specified timeline and provide the best level of service available to the public.

Danita has also worked closely with the California State 9-1-1 Office as a member of the Working Group and has twice been involved in determining the funding model that is used to disseminate State Emergency Telephone Number Account (SETNA) funds to California public safety answering points (PSAPs). With a long-standing, and well deserved, reputation for partnership, creativity and success, Danita has routinely been called upon by the State 9-1-1 Office to spearhead pilot projects such as a \$1.6 million state-of-the-art Next Generation 9-1-1 Regional Hosted Solution in Ventura County that included four PSAPs and the Routing on Empirical Data (RED) project to reroute wireless 9-1-1 calls to the appropriate PSAP.

In her last assignment as the communications manager with the Ventura County Sheriff's Office, Danita instituted a wide variety of changes and programs—all designed to enhance efficiency and employee retention, while improving service to the public. To begin with, she replaced a sworn captain as the Department's first civilian manager—something she had previously done with Inglewood Police and Fire Departments. She promptly replaced the sergeants with civilian supervisors and restructured the chain of command. Danita also updated and eventually replaced

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the computer aided dispatch (CAD) system. After overseeing fundamental and innovative changes to recruiting and training, Danita secured significant, warranted increases in employee compensation. Once implemented, these changes helped recruit and retain a staff of more than 35, including two managers and six supervisors.

Danita's project management skills were initially developed as a supervisor with the Oxnard Police and Fire Departments, when the communications center was moved to a new location within the building. Following that, she was recruited and joined the project management team with the San Jose Police and Fire Departments as they built their communications center from the ground up. As a participant in this project, Danita worked with a team tasked with everything from equipment, furniture and carpet selection to recruiting, hiring, and training a team of more than 190 telecommunicators, trainers, and supervisors from across the United States.

Danita is a long-standing certified Emergency Number Professional, holds a Center Manager Certificate, Academy Instructor Certificate, Public Safety Telecommunications Certificate, and numerous certificates for course completion specific to public safety communications and leadership. She was instrumental in the development of the California POST 120-hour Basic Dispatcher Course and has been a presenter at basic, intermediate, and advanced courses.

#### **Professional Experience Includes:**

- ◆ 2013-Present – Co-founder & Principal Consultant, Comm Center Solutions
  - Providing consulting services through comprehensive analysis to develop realistic solutions for issues challenging public safety communications centers.
- ◆ 1997-2014 – Communications Manager, Ventura County Sheriff's Office
  - Responsible for oversight of day-to-day operations of the Communications Center, with 35 employees, serving more than 350,000 people in five contract cities and the unincorporated areas of Ventura County. Collaborate with allied agency managers, State 9-1-1 Office representatives, POST and others. Project co-manager on \$1.6 million Next Generation 9-1-1 Regional Hosted Solution. Project manager on facility reconfiguration and upgrade in 2012. Managed projects to replace and upgrade CAD systems, 9-1-1 phone systems, voice logging recorders, and facility design.
- ◆ 1994-1997 – Communications Manager, Inglewood Police & Fire Departments
  - Responsible for managing daily operations and long-term planning for a consolidated police and fire 9-1-1 emergency communications center with 23 employees and \$1.2 million budget. Introduced 9-1-1 for Kids program, implemented a quality assurance program, developed performance standards, revised operations training manual, revised policies and procedures manual, and replaced divisional recruitment, testing, and selection process. Completed a \$750,000 communications center renovation, which included procuring new radio and telephone equipment, as well as ergonomic furniture.

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- ◆ 1992-1994 – Director of Operations, A & R Financial and Insurance
    - Recruited to oversee business operations of a financial services agency with sole responsibility for improving efficiency and professionalism. Responsible for quality assurance, customer service, and coordinating reporting procedures to the Peace Officers Research Association of California (PORAC).
  - ◆ 1989-1992 – Public Safety Communications Instructor, San Jose Police & Fire Departments
    - Member of the original management team responsible for the multi-million dollar development and start-up of the new San Jose Police and Fire Communications Center (co-located). Also responsible for providing supervision and formal classroom training for 190 public safety communications employees of all levels and coordinating the Critical Incident Stress Debriefing (CISD) program and the Communications Training Officer (CTO) permanent curriculum committee. Responsible for budget forecasting, course development, scheduling, labor relations, evaluation of students, and recruiting and selecting new employees.
  - ◆ 1989-1992 – Instructor (Part-time), Ventura College, West Valley College, Evergreen College
    - Instructor for various POST-certified courses including topics such as ethics, leadership, evaluation procedures, presentation skills, negligent performance, communication skills, and telephone/radio procedures.
  - ◆ 1982-1989 – Public Safety Dispatch Supervisor, Oxnard Police and Fire Departments
    - Participated in consolidation of police and fire communications center. Responsible for supervising up to five dispatchers in a consolidated police/fire communications center. Created and implemented communications training officer (CTO) program. Developed policies and procedures.

**Specific Achievements and/or Experience:**

- ◆ Influenced FCC rulemaking on the timely delivery of accurate caller location information on wireless 9-1-1 calls
- ◆ Appointed to the POST Public Safety Dispatcher Advisory Council, Region 8 Representative, Legislative Representative and Best Practices Committee
- ◆ Appointed to State 9-1-1 Office Working Group to review current funding model
- ◆ Elected and served as President of the California chapter of the National Emergency Number Association (NENA)
- ◆ Reduced overtime by \$200,000 in early 2010 when compared to 2009
- ◆ Participated as the Beta, and follow-up, site for the State of California's Routing on Empirical Data (RED) project

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- ◆ In response to emergency evacuation, oversaw renovation of a warehouse and relocated the Sheriff's Communications Center within 32 days, April 2006
  - ◆ Retained staffing by securing a 42% pay increase for dispatchers in July 2006
  - ◆ Replaced the CAD system in 2002
  - ◆ Civilianized the supervisor positions in the SCC in 2000
  - ◆ Coordinated Alternate Public Safety Answer Point, East County Sheriff's Station, 2000
  - ◆ Completed \$750,000 communications center renovation in Inglewood within budget and on time
  - ◆ Developed and implemented the San Jose Communications Training Officer (CTO) program

**Special Activities and Awards:**

- ◆ 2009 nominee for "Superior Customer Service" and "Integrity" Management Council Awards
- ◆ 2008 nominee for "Integrity" Management Council Award
- ◆ Profiled in APCO, International, Magazine, January 2007
- ◆ 2006 Public Servant of the Year, Camarillo Chamber of Commerce
- ◆ 2002 recipient of the "Mentoring" Management Council Award
- ◆ 1996 Employee of the Year, Inglewood Police Department
- ◆ Received the San Jose Police Department's Special Achievement Award for developing and coordinating the Communications Critical Incident Stress Debriefing (CISD) team
- ◆ Received a California State Senate Commendation in 1989 for developing a CTO program, recruiting program and founding the Tri-Counties Communications Association

**Professional Affiliations:**

- ◆ National Emergency Number Association (NENA), President California chapter (active since 1996)
- ◆ Association of Public-Safety Communications Officials, International (APCO), Senior Member and former Secretary of California chapter (active since 1986)
- ◆ POST Public Safety Dispatcher Advisory Council (2010 – Present)

Mr. DeRoos is the President of Citygate Associates. He earned his undergraduate degree in Political Science/Public Service (Phi Beta Kappa) from the University of California, Davis and holds a Master of Public Administration degree from the University of Southern California. Mr. DeRoos has over five years of operational experience as a local government administrator in budgeting, personnel, and land use planning, as well as thirty years of consulting experience performing operations and management reviews of local government functions. Prior to becoming a Principal in Citygate in 1991 he was a Senior Manager in the local government consulting division of Ernst & Young.

**Relevant Experience Includes:**

- ◆ For each of the Citygate public safety projects shown below, Mr. DeRoos reviewed work products and was responsible for ensuring that each project was conducted smoothly and efficiently within the schedule and budget allocated, and that the project deliverables were in conformance to Citygate's and the client's quality standards.
- ◆ Currently serving in an oversight capacity to perform a comprehensive services delivery and staffing review of the Monterey County Sheriff's Department.
- ◆ Served in an oversight capacity to perform a comprehensive public safety deployment and performance review of the Police and Fire Departments for the City of Glendale, AZ.
- ◆ Currently serving in an oversight capacity to perform a comprehensive services delivery and staffing review of the San Luis Obispo Police Department.
- ◆ Served in an oversight capacity for a comprehensive services delivery and staffing review for the City of Eloy, AZ Police Department.
- ◆ Served in an oversight capacity for Citygate's review of the Goodyear, AZ Police Department.
- ◆ Served in an oversight capacity for a Management Review of the Police Department for the City of Maricopa, AZ.
- ◆ Served in an oversight capacity for a review of the Provo City, UT Police Department's leadership and management approach to implementing its policies regarding the standards of conduct and ethics.
- ◆ Served in an oversight capacity for a patrol division work load and alternative scheduling plan for the Santa Monica Police Department.
- ◆ Served in an oversight capacity for the City of Rancho Cucamonga Police Services Analysis.
- ◆ Serving in an oversight capacity for a feasibility study for a public safety Joint Powers Authority for the Cities of Adelanto, Hesperia, Victorville and Town of Apple Valley.

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- ◆ Served in an oversight capacity for a police services consolidation or contract for shared services analysis for the cities of Brea, Buena Park, Fullerton, La Habra and Yorba Linda.
  - ◆ Served in an oversight capacity for Citygate's Police Department consolidation feasibility assessment for the Cities of Burlingame and San Mateo, CA.
  - ◆ Served in an oversight capacity for domain awareness center staffing plan development for the Port of Oakland.
  - ◆ Performed eight General Management and Operations Studies for the City of Ogden's Community Development, Redevelopment Agency, Community Services, Police, Public Works, Animal Control, Fire, and Code Enforcement as Project Director. The studies included numerous tasks such as analyzing existing programs and service levels in terms of performance measures, evaluating the current operations, assessing the adequacy of organizational structure and management staffing levels, identifying and documenting the attitudes of employees, and identifying modifications.
  - ◆ Served in an oversight capacity for a law enforcement cost study for new development for Placer County. Citygate was contracted by Placer County to recommend a law enforcement operational plan for each of three new developments planned for the County: Placer Vineyards, De La Salle, and Placer Ranch.
  - ◆ Served in an oversight capacity to assist the City of Folsom with the recruitment of a new Police Chief by applying character and behavior psychometric instrumentation to existing command staff as well as potential Police Chief candidates.

Mr. DeRoos is a member of several professional and civic associations. He has taught for the U.C. Davis Extension College and for graduate classes in Public Administration, Administrative Theory and Labor Relations for Golden Gate University, and Non Profit and Association Management for the University of Southern California. He speaks and trains frequently on the topic of Leadership, Character and Values, and has also been a speaker for the American Planning Association (APA), written for the California APA Newsletter and the California Redevelopment Journal, and has been a speaker on redevelopment, Base Closures, and related issues across the US. Mr. DeRoos holds a certificate in Public Sector Labor Management Relations from U.C. Davis, and is a Certified Management Consultant (CMC).

# *The County of Yuba*

## **Health and Human Services Department**

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**TO:** Human Services Committee

**FROM:** Health and Human Services Department,  
Jennifer Vasquez, Director  
Donna Clark, Privacy Officer

**SUBJECT:** Health and Human Services: Execute the Privacy and Security Agreement with the California Department of Social Services

**DATE:** April 25, 2017

**NUMBER:** 136/2017

### *Recommendation*

It is recommended that the Board of Supervisors execute the Privacy and Security Agreement between the California Department of Social Services (CDSS) and Yuba County, on behalf of its Health and Human Services Department.

### *Background*

Authorized employees in the Health and Human Services Department access and use Personally Identifiable Information (PII) contained in the Medi-Cal Eligibility Data System (MEDS), the Applicant Income and Eligibility Verification System (IEVS), and in data received from the Social Security Administration (SSA) and other sources. The SSA requires CDSS to enter into Privacy and Security Agreements with all County Welfare Departments. This agreement is similar to the previously executed Privacy and Security Agreement with the Department of Health Care Services.

### *Discussion*

The Agreement sets forth protocols and controls to ensure the privacy and security of SSA, MEDS and IEVS PII that the counties access through CDSS and the Department of Health Care Services (DHCS). This agreement covers twelve (12) programs including CalFresh, CalWORKs, Foster Care, and General Assistance/General Relief. It also includes computer security safeguards which have been reviewed and approved by Yuba County's Information Technology Department.



*Fiscal Impact:*

Approval of this Agreement may impact County Funds. The costs for maintenance and operation for the security and privacy requirements of this Agreement are mostly funded through the CDSS programs. However, some programs require a county match. In addition, the General Assistance program is funded with County General Funds.

*Attachments*

136/2017 CDSS Privacy and Security Agreement



**PRIVACY AND SECURITY AGREEMENT**  
**BETWEEN**  
**the California Department of Social Services and the**  
**County of Yuba, Department of Health & Human Services**

**PREAMBLE**

The California Department of Social Services (CDSS) and the County of Yuba, Department of Health & Human Services (County Department) enter into this Data Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Social Security Administration (SSA), Medi-Cal Eligibility Data System (MEDS) and Applicant Income and Eligibility Verification System (IEVS) Personally Identifiable Information (PII), covered by this Agreement and referred to hereinafter as PII, that the counties access through CDSS and the Department of Health Care Services (DHCS). This Agreement covers the following twelve (12) programs; please check the applicable box(s) for your County Department:

- ☒ CalFresh;
- ☒ California Food Assistance Program (CFAP);
- ☒ California Work Opportunity and Responsibility to Kids Program (CalWORKs);
- ☒ Cash Assistance Program for Immigrants (CAPI);
- ☒ Entrant Cash Assistance (ECA);
- ☒ Foster Care (FC) (eligibility);
- ☒ Kinship Guardianship Assistance Program (Kin-GAP) (eligibility);
- ☒ Federal Guardianship Assistance Program (Fed-GAP) (eligibility);
- ☒ General Assistance/General Relief (GA/GR);
- ☒ Refugee Cash Assistance (RCA); and
- ☒ Trafficking and Crime Victims Assistance Program (TCVAP).

The CDSS has an Inter-Agency Agreement (IAA) with DHCS that allows CDSS and local county agencies to access SSA and MEDS data for the purpose of determining eligibility for the programs listed above. The IAA requires that CDSS may only share SSA and MEDS data if its contract with the entity with whom it intends to share the data reflects the entity's obligations under the IAA.

The County Department in its administration of the social services programs utilizes SSA and MEDS data in conjunction with other system data, for eligibility determinations.

This Agreement covers the County of Yuba, Department of Health & Human Services and its staff (county staff), who access, use, or disclose PII covered by this Agreement, to assist in the administration of programs.

## DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. **"Assist in the Administration of the Program"** means performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.
3. **"County staff"** means those county employees, contractors, subcontractors, vendors and agents performing any functions for the county that require access to and/or use of PII and that are authorized by the county to access and use PII.
4. **"PII"** is personally identifiable information that is obtained through the MEDS or IEVS on behalf of the programs and can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. The PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded.
5. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the county or county's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the county, on behalf of the county.

6. **"Secure Areas"** means any area where:
- a. County staff assist in the administration of their program;
  - b. County staff use or disclose PII; or
  - c. PII is stored in paper or electronic format.

## MEMORANDUM OF UNDERSTANDING

NOW THEREFORE, CDSS and County Department mutually agree as follows:

### I. PRIVACY AND CONFIDENTIALITY

- A. The County Department staff covered by this Agreement (county staff) may use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50 et seq and Welfare and Institutions Code section 10850 (**County Department please insert alternative statute that authorizes the use of data if 10850 is inapplicable**) or as authorized or required by law. Disclosures, which are authorized or required by law, such as a court order, or are made with the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by CDSS. No county staff shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, county staff may only use PII to perform administrative functions related to administering their respective programs.
- C. Access to PII shall be restricted to county staff who need to perform their official duties to assist in the administration of their respective programs.
- D. County staff who access, disclose or use PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

### II. PERSONNEL CONTROLS

The County Department agrees to advise county staff who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall implement the following personnel controls:

- A. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by county staff, including, but not limited to:
  - 1. Provide initial privacy and security awareness training to each new county staff within thirty (30) days of employment and;

2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all county staff. Three (3) or more security reminders per year are recommended;
3. Maintain records indicating each county staff's name and the date on which the privacy and security awareness training was completed;
4. Retain training records for a period of three (3) years after completion of the training.

**B. *Employee Discipline.***

1. Provide documented sanction policies and procedures for county staff who fail to comply with privacy policies and procedures or any provisions of these requirements.
2. Sanction policies and procedures shall include termination of employment when appropriate.

- C. *Confidentiality Statement.*** Ensure that all county staff sign a confidentiality statement. The statement shall be signed by county staff prior to accessing PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three (3) years.

The statement shall include at a minimum:

1. General Use;
2. Security and Privacy Safeguards;
3. Unacceptable Use; and
4. Enforcement Policies.

**D. *Background Screening.***

1. Conduct a background screening of a county staff before they may access PII.
2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.
3. The County Department shall retain each county staff's background screening documentation for a period of three (3) years following conclusion of employment relationship.

### III. **MANAGEMENT OVERSIGHT AND MONITORING**

To ensure compliance with the privacy and security safeguards in this Agreement the County Department shall perform the following:

- A. Conduct periodic privacy and security reviews of work activity by county staff, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of PII.
- B. The periodic privacy and security reviews must be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of their program, and the use or disclosure of PII.

### IV. **INFORMATION SECURITY AND PRIVACY STAFFING**

The County Department agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Assign county staff to be responsible for administration and monitoring of all security related controls stated in this Agreement.

### V. **PHYSICAL SECURITY**

The County Department shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The County Department agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the County Department facilities where county staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
  - 1. Properly coded key cards
  - 2. Authorized door keys
  - 3. Official identification
- C. Issue identification badges to county staff.
- D. Require county staff to wear these badges where PII is used, disclosed, or stored.

- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the County Department facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized county staff. Visitors to the data center area must be escorted at all times by authorized county staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. The County Department shall have policies that include, based on applicable risk factors, a description of the circumstances under which the county staff can transport PII, as well as the physical security requirements during transport. A County Department that chooses to permit its county staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- J. The County Department shall have policies that indicate county staff are not to leave records with PII unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- K. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

## VI. TECHNICAL SECURITY CONTROLS

- A. **Workstation/Laptop Encryption.** All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

- B. **Server Security.** Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
  2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
  3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
  4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.**
1. All users must be issued a unique user name for accessing PII.
  2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
  3. Passwords are not to be shared.

4. Passwords must be at least eight (8) characters.
5. Passwords must be a non-dictionary word.
6. Passwords must not be stored in readable format on the computer or server.
7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
8. Passwords must be changed if revealed or compromised.
9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
  - a. Upper case letters (A-Z)
  - b. Lower case letters (a-z)
  - c. Arabic numerals (0-9)
  - d. Special characters (!,@,#, etc.)
- H. **User Access.** In conjunction with CDSS and DHCS, County Department management should exercise control and oversight over the authorization of individual user access to SSA data, MEDS, IEVS, and over the process of issuing and maintaining access control numbers, IDs, and passwords.
- I. **Data Destruction.** When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- J. **System Timeout.** The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- K. **Warning Banners.** The systems providing access to PII must display a warning banner stating, at a minimum:
  1. Data is confidential;
  2. Systems are logged;
  3. System use is for business purposes only, by authorized users; and
  4. Users shall log off the system immediately if they do not agree with these requirements.
- L. **System Logging.**
  1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.



2. The audit trail shall:
    - a. Be date and time stamped;
    - b. Log both successful and failed accesses;
    - c. Be read-access only; and
    - d. Be restricted to authorized users.
  3. If PII is stored in a database, database logging functionality shall be enabled.
  4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- M. **Access Controls.** The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- N. **Transmission Encryption.**
1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
  2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
  3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- O. **Intrusion Prevention.** All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

## VII. AUDIT CONTROLS

### A. **System Security Review.**

1. The County Department must ensure audit control mechanisms are in place.
2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
3. Reviews should include vulnerability scanning tools.

- B. **Log Reviews.** All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- D. **Anomalies.** When the County Department or DHCS suspects MEDS usage anomalies, the County Department will work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to CDSS.

## VIII.

### **BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS**

- A. **Emergency Mode Operation Plan.** The County Department must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours. It is recommended that County Department conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS and CDSS, if requested.
- B. **Data Centers.** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. **Data Backup and Recovery Plan.**
  - 1. The County Department shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
  - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
  - 3. The procedures shall include storing backups offsite.
  - 4. The procedures shall ensure an inventory of backup media.
  - 5. The County Department shall have established documented procedures to recover PII data.
  - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.
  - 7. It is recommended that the County Department periodically test the data recovery process.

## IX. PAPER DOCUMENT CONTROLS

- A. ***Supervision of Data.*** The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. ***Data in Vehicles.*** The County Department shall have policies that include, based on applicable risk factors, a description of the circumstances under which the county staff can transport PII, as well as the physical security requirements during transport. A County Department that chooses to permit its county staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. ***Public Modes of Transportation.*** The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. ***Escorting Visitors.*** Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. ***Confidential Destruction.*** PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. ***Removal of Data.*** The PII must not be removed from the premises of County Department except for identified routine business purposes or with express written permission of CDSS.
- G. ***Faxing.***
  - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
  - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
  - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. ***Mailing.***
  - 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
  - 2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the County Department obtains prior written permission from CDSS to use another method.

**X. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS**

During the term of this Agreement, the County Department agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

**A. *Initial Notice to DHCS:***

The County Department will provide initial notice to DHCS with a copy to CDSS. The DHCS is acting on behalf of CDSS, for purposes of receiving reports of privacy and information security incidents and breaches. The County Department agrees to perform the following incident reporting to DHCS.

**Immediately upon discovery** of a suspected security incident that involves data provided to DHCS by the SSA, the County Department shall notify DHCS by email or telephone.

**Within one working day of discovery**, the County Department shall notify DHCS by email or telephone of unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement. Notice shall be made using the "DHCS Privacy Incident Report" (PIR) form, including all information known at the time. The County Department shall use the most current version of this form, which is posted on the DHCS Privacy Office website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), select "Privacy & HIPAA" and then "County Use") or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>. Initial, Investigation, and Completed PIRs are submitted to the DHCS Privacy Office and the DHCS Information Security Office. When using this form to report PII incidents, the County Department shall also include in the report the system(s) and program(s) involved as known at the time of reporting.

A breach shall be treated as discovered by the County Department as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department. Notice shall be provided to the DHCS Privacy Office and the DHCS Information Security Office.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, the County Department shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

- B. ***Investigation and Investigative Report.*** The County Department shall immediately investigate breaches and security incidents involving PII, and, if the initial PIR did not include all of the information marked with an asterisk, or if new or updated information is available, submit an updated PIR **within seventy-two (72) hours of the discovery**. The updated PIR shall include all of the information marked with an asterisk, and all other applicable information listed on the form, to the extent known at that time.
- C. ***Complete Report.*** If all of the required information was not included in either the initial report, or the investigation report, then a separate complete report must be submitted **within ten (10) working days of the discovery**. The Complete Report of the investigation shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of SSA, the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Health Insurance Portability and Accountability Act (HIPAA) regulations, and/or state law. The report shall also include a full, detailed corrective action plan (CAP), including information on measures that were taken to halt and/or contain the improper use or disclosure. If CDSS or DHCS requests information in addition to that listed on the PIR, the County Department shall make reasonable efforts to provide such information. The DHCS will review the County Department's determination of whether a breach occurred, whether individual notifications are required, and the CAP, and will make recommendations to CDSS. The CDSS will make the final breach and CAP determinations. If necessary, an updated PIR may be used to submit revised or additional information after the Completed Report is submitted.
- D. ***Notification of Individuals.*** When applicable state or federal law requires a breaching entity to notify individuals of a breach or unauthorized disclosure of their PII, the following provisions apply: If the cause of the breach is attributable to the County Department or its subcontractors, agents or vendors, the County Department shall pay any costs of such notifications, as well as any and all costs associated with the breach. The notifications shall comply with the requirements set forth in California Civil Code section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than sixty (60) calendar days. The CDSS shall review the time, manner and content of any such notifications; CDSS may elect to assign responsibility for such notification to the County Department. In the event CDSS assigns notification responsibility to the County Department, CDSS shall provide the County Department with the appropriate direction and procedures to ensure notice is provided pursuant to applicable law. If the cause of the breach is attributable to CDSS, CDSS shall pay any costs associated with such notifications. If there is any question as to whether CDSS or the County Department is responsible for the breach, CDSS and the County Department shall jointly determine responsibility for purposes of allocating the costs of such notices.

- E. **Responsibility for Reporting of Breaches when Required by State or Federal Law.** If the cause of a breach is attributable to the County Department or its agents, subcontractors or vendors, the County Department is responsible for reporting the breach and all costs associated with the breach. If the cause of the breach is attributable to CDSS, CDSS is responsible for reporting the breach and for all costs associated with the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS (if the breach involves MEDS or SSA data), CDSS, and the County Department shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.
- F. **CDSS and DHCS Contact Information.** To direct communications to the above referenced CDSS and DHCS staff, the County Department shall initiate contact as indicated herein. The CDSS and DHCS reserves the right to make changes to the contact information below by giving written notice to the County Department. Said changes shall not require an amendment to this Agreement to which it is incorporated.

CDSS Information Security & Privacy Office	DHCS Privacy Office
California Department of Social Services Information Security & Privacy Office 744 P Street, MS 9-9-70 Sacramento, CA 95814-6413  Email: <a href="mailto:iso@dss.ca.gov">iso@dss.ca.gov</a>  Telephone: (916) 651-5558	DHCS Privacy Office Office of HIPAA Compliance MS 4722 P.O. Box 997413 Sacramento, CA 95899-7413  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  Telephone: (916) 445-4646 or (866) 866-0602

## XI. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between SSA and CDSS, known as the Information Exchange Agreement (IEA), which are appended and hereby incorporated in to this Agreement (Exhibit A). The specific sections of the IEA with substantive privacy and security requirements, which are to be complied with by the County Department are in the following sections:

- Section E, Security Procedures;
- Section F, Contractor/Agent Responsibilities;
- Section G, Safeguarding and Reporting Responsibilities for PII; and
- Attachment 4, Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR).

If there is any conflict between a privacy and security standard in these sections of the IEA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

If SSA changes the terms of its agreement(s) with CDSS, as soon as reasonably possible after receipt, CDSS will supply copies to the County Welfare Directors Association (CWDA). CDSS will also propose a target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, CDSS will supply copies of the changed agreement to the CWDA and the counties, along with the compliance date expected by SSA. If a County Department is not able to meet the SSA compliance date, it must submit a CAP to CDSS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department resource issues may be discussed with CDSS through a collaborative process in developing their CAP.

## **XII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT**

The County Department agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS, which is appended and hereby incorporated into this Agreement (Exhibit B). If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

If DHS-USCIS changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the CDSS proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS, CDSS will supply copies of the changed agreement to the CWDA and the County Department, along with the compliance date expected by DHS-USCIS. If a County Department is not able to meet the DHS-USCIS compliance date, it must submit a CAP to CDSS for review and approval at least thirty (30) days prior to the DHS-USCIS compliance date. Any potential County Department resource issues may be discussed with CDSS through a collaborative process in developing their CAP.

### **XIII. COUNTY DEPARTMENT'S AGENTS AND SUBCONTRACTORS**

The County Department agrees to enter into written agreements with any agents, including subcontractors and vendors, to whom County Department provides PII received from or created or received by County Department in performing functions or activities related to the administration of their program that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to the County Department with respect to PII, including restrictions on disclosure of PII and the use of appropriate administrative, physical, and technical safeguards to protect such PII. The County Department shall incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII be reported to the County Department.

### **XIV. ASSESSMENTS AND REVIEWS**

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow CDSS or DHCS (on behalf of CDSS) to inspect the facilities, systems, books, and records of the County Department, with reasonable notice from CDSS or DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to CDSS in writing, or to enter into a written CAP with CDSS containing deadlines for achieving compliance with specific provisions of this Agreement.



**XV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

In the event of litigation or administrative proceedings involving CDSS based upon claimed violations by the County Department of the privacy or security of PII, or federal or state laws or agreements concerning privacy or security of PII, the County Department shall make all reasonable effort to make itself and county staff assisting in the administration of their program and using or disclosing PII available to CDSS at no cost to CDSS to testify as witnesses. The CDSS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department at no cost to the County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by CDSS of the privacy or security of PII, or state or federal laws or agreements concerning privacy or security of PII.

**XVI. AMENDMENT OF AGREEMENT**

The CDSS and the County Department acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that an amendment to this Agreement may be required to ensure compliance with all data security and privacy procedures. Upon request by CDSS, the County Department agrees to promptly enter into negotiations concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. The CDSS may terminate this Agreement upon thirty (30) days written notice if the County Department does not promptly enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that CDSS deems necessary.

Each amendment shall be properly identified as Agreement No., Amendment No. (A-1, A-2, A-3, etc.) to identify the applicable changes to this Agreement, and be effective upon execution by the parties.

**XVII. TERM OF AGREEMENT**

The term of this agreement shall be upon signature and approval of CDSS through October 1, 2019.

## **XVIII. TERMINATION**

- A. This Agreement shall terminate on October 1, 2019, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement through a formal amendment. County Department requests for an extension must be justified and approved by CDSS and limited to no more than a six-month extension. Such an extension may, upon County Department request and CDSS approval, be renewed for one additional six-month period. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding upon any of the parties.
- B. ***Survival:*** All provisions of this Agreement that provide restrictions on disclosures of PII and that provide administrative, technical, and physical safeguards for the PII in the County Department's possession shall continue in effect beyond the termination of the Agreement, and shall continue until the PII is destroyed or returned to CDSS.

## **XIX. TERMINATION FOR CAUSE**

Upon CDSS' knowledge of a material breach or violation of this Agreement by the County Department, CDSS may provide an opportunity for the County Department to cure the breach or end the violation and may terminate this Agreement if the County Department does not cure the breach or end the violation within the time specified by CDSS. This Agreement may be terminated immediately by CDSS if the County Department has breached a material term and CDSS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department must destroy all PII in accordance with Section VI, above. The provisions of this Agreement governing the privacy and security of the PII shall remain in effect until all PII is destroyed and CDSS receives a certificate of destruction.

XX. **SIGNATORIES**

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.


The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on the day the final signature is obtained.

For the County of Yuba Department of Health & Human Services,

_____	_____
(Signature)	(Date)
_____	Chair, Board of Supervisors
(Name – Print or Type)	(Title – Print or Type)

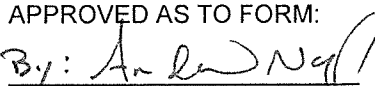
For the California Department of Social Services,

_____	_____
(Signature)	(Date)
<u>Deborah Pearce</u>	<u>Chief, Contracts &amp; Purchasing Bureau</u>
(Name)	(Title)

Recommended for Approval:  
 3/14/12  
Information Technology Date

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Jennifer Vasquez, Director  
Yuba County Health & Human  
Services Department

APPROVED AS TO FORM:  
  
Argil P. Morris-Jones,  
County Counsel

## **EXHIBIT A**

These are sensitive documents that are provided separately upon request to the County's Privacy and/or Information Security Officer.

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency (5/25/2016)
- Information Exchange Agreement between SSA and CDSS (IEA-F 10/30/2014 and IEA-S 10/30/2014)
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR) (version 7.0, 7/2014)

## **EXHIBIT B**

These are sensitive documents that are provided separately upon request to the County's Privacy and/or Information Security Officer.

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Social Services (CA-DSS) (12/15/2015)